



INDIANA DEPARTMENT OF TRANSPORTATION

Annual Report for 2014
on the Programmatic Agreement among
the Federal Highway Administration,
the Indiana Department of Transportation,
the Indiana State Historic Preservation Officer,
and the Advisory Council on Historic Preservation
Regarding Management and Preservation of Indiana's Historic Bridges
(Historic Bridge PA)

Prepared by
the Cultural Resources Office,
Environmental Services,
Indiana Department of Transportation

Prepared for
the Indiana Historic Bridge Task Group (Task Group)

January 30, 2015

The following report is being submitted to the Indiana Historic Bridge Task Group (Task Group) per Stipulation IV.C of the *Programmatic Agreement among the Federal Highway Administration, the Indiana Department of Transportation, the Indiana State Historic Preservation Officer, and the Advisory Council on Historic Preservation Regarding Management and Preservation of Indiana's Historic Bridges* (Historic Bridge PA). Stipulation IV.C states, in part, that “INDOT will prepare an annual report that will include a list of Select and Non-Select Bridges that have been processed during the previous calendar year pursuant to this Agreement and the scope of each project. INDOT will submit this report on or before January 31 of each year to the Task Group.”

The information in this report is divided into three categories and is outlined below.

Part I--List of Select and Non-Select Bridges that have been processed or for which actions came to light during 2014

Part II--List of Select Bridges that have been replaced, relocated, or bypassed

Part III--List of Non-Select Bridges that have been replaced, relocated, or bypassed

Part IV--Tally of Select and Non-Select Bridges

This document is a reflection of how INDOT-CRO understands items to stand through January 30, 2015. Please forward any comments or corrections to Mary Kennedy via email: mkennedy@indot.in.gov.

Part I

Part I. List of Select and Non-Select Bridges that have been processed or for which actions came to light during 2014

The following table lists the bridges for which the Indiana Department of Transportation (INDOT) Cultural Resources Office (CRO) has knowledge of actions taking place from January 2014 through January 2015. Additionally some other entries are for actions that took place prior to 2014, but had not yet been captured in an annual report. There is often lag time between when locally funded projects are implemented and bridge inspections are performed and when that new information is incorporated into INDOT's system. Support documents related to these actions are included in the Attachments portion of the report.

Historic Bridge PA - Annual Update - Actions Taken or Identified - Jan 2014 through Jan 2015

Bridge	Action Taken	Support Documentation	Additional Comments
Allen County Bridge No. 546 (NBI No. 0200273), State Blvd. over Spy Run Creek, Ft. Wayne, Allen County	Section 106 process for project involving this Non-Select bridge concluded under the HBPA procedures	Finding of "adverse effect" dated 8/27/12; SHPO concurrence letter dated 10/4/12; Public Involvement (Hearing) Certification dated 9/12/14 (See Attachment 1)	INDOT Des. No. 0400587
INDOT Bridge No. 052-79-01784EEBL (NBI No. 19010), US 52 over the Wabash River & SR 43 (River Road), Tippecanoe County	Section 106 process for project involving this Non-Select bridge concluded under the HBPA procedures	Finding of "adverse effect" dated 8/11/11; SHPO concurrence letter dated 6/9/11; Public Involvement (Hearing) Certification dated 12/3/14 (See Attachment 2)	INDOT Des. No. 0400774
INDOT Bridge No. 403-10-01941A (NBI No. 32000), SR 403 over Silver Creek, Clark County	Section 106 process for project involving this Non-Select bridge concluded under the HBPA procedures	Finding of "adverse effect" dated 11/15/12; SHPO concurrence letter dated 12/12/12; Public Involvement (Hearing) Certification dated 10/17/14 (See Attachment 3)	INDOT Des. No. 0800072
INDOT Bridge No. 046-11-01313A (NBI No. 17020), SR 46 Bridge over Birch Creek, Clay County	Section 106 process for project involving this Non-Select bridge concluded under the HBPA procedures	Finding of "adverse effect" dated 11/18/13; SHPO concurrence letter dated 12/13/13; Public Involvement (Hearing) Certification dated 2/6/14 (See Attachment 4)	INDOT Des. No. 0800838
INDOT Bridge No. (421)39-12-01793B (NBI No. 32210), US 421 over Kilmore Creek, Clinton County	Section 106 process for project involving this Select bridge concluded under the HBPA procedures	Finding of "no historic properties affected" dated 5/1/14; SHPO concurrence letter dated 5/29/14; Public Involvement (Hearing) Certification dated 8/1/14 (See Attachment 5)	INDOT Des. No. 1006286
Madison County Bridge 97 (NBI No. 4800086), CR 450 N over Killbuck Creek, Madison County	Section 106 process for project involving this Non-Select Bridge concluded under the HBPA procedures	Finding of "adverse effect" dated 1/30/14; SHPO concurrence letter dated 2/17/14; Public Involvement (Hearing) Certification dated 8/11/14; Agreement transferring ownership of bridge to City of Anderson for re-use executed 5/25/14 (See Attachment 6)	INDOT Des. No. 0100372
INDOT Bridge No. 005-92-01584A (NBI No. 1540), SR 5 over the Eel River, Whitley County	Section 106 process for project involving this Select Bridge nearly concluded under the HBPA procedures	Finding of "no adverse effect" dated 10/24/14; SHPO concurrence letter dated 11/25/14 (See Attachment 7)	INDOT Des. No. 1006177; public hearing scheduled for February 5, 2015

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Bridge	Action Taken	Support Documentation	Additional Comments
INDOT Bridge No. 042-11-03101A (NBI No. 15790), SR 42 over the Eel River, Clay County	Section 106 process for project involving this Select bridge concluded under the HBPA procedures	Finding of "no historic properties affected" dated 5/1/14; SHPO concurrence letter dated 6/2/14; Public Involvement (Hearing) Certification dated 12/23/14 (See Attachment 8)	INDOT Des. No. 0800870
Morgan County Bridge No. 161 (NBI No. 5500125), Old SR 37 over Little Indian Creek, Morgan County	Section 106 process for project involving this Select bridge concluded under the HBPA procedures	SHPO concurrence letter dated 5/7/14; Public Involvement (Hearing) Certification dated 6/30/14; Maintenance agreement with Morgan County executed 8/27/14 (See Attachment 9)	INDOT Des. No. 0300381
Marion County Bridge No. 1804F (NBI No. 4900143), Central Avenue over Fall Creek, Indianapolis, Marion County	Section 106 process for project involving this Select bridge nearly concluded under the HBPA procedures	Finding of "no adverse effect" dated 2/10/14; SHPO concurrence letter dated 2/10/14 (See Attachment 10)	INDOT Des. No. 1382070; public hearing still to be held
Wells County Bridge No. 193 (NBI No. 9000144), CR 300 W over the Wabash River, Wells County	Section 106 process for project involving this Select bridge nearly concluded under the HBPA procedures	Finding of "no historic properties affected" dated 6/10/14; SHPO concurrence letter dated 7/9/14; Public Hearing was held 10/29/14, but Hearing Certification has not yet been submitted to INDOT (See Attachment 11)	INDOT Des. No. 1297550
INDOT Bridge No. 225-79-04016F (NBI No. 29150), SR 225 over Wabash River, Tippecanoe County	Review of 100% State-funded repair project for this Select Bridge concluded under State law	INDOT letter requesting DHPA letter of clearance dated 6/13/14; DHPA determination letter for project under State law dated 7/2/14 (See Attachment 12)	INDOT Des. No. 1400690
St. Joseph County Bridge No. 203 (NBI No. 7100052), Mishawaka Ave. over the St. Joseph River, Mishawaka, St. Joseph County	During Section 106 consultation for another project (INDOT Des. No. 1382760), SHPO determined that this bridge is no longer National Register eligible	SHPO letter dated 7/24/14 and SHPO staff email dated 8/27/14 (See Attachment 13)	None
INDOT Bridge No. P000-40-07088 (NBI No. 60380), Park Rd. over Muscatatuck River, Crosley Fish & Wildlife Area, Jennings County	Review of 100% State-funded repair project for this Non-Select Bridge concluded under State law	INDOT letter requesting DHPA letter of clearance dated 4/24/14; DHPA determination letter for project under State law dated 5/27/14 (See Attachment 14)	INDOT Des. No. 1400643

Historic Bridge PA - Annual Update - Actions Taken or Identified - Jan 2014 through Jan 2015

Bridge	Action Taken	Support Documentation	Additional Comments
Marion County Bridge No. 2502F (NBI No. 4900214), Illinois St. over Fall Creek, Indianapolis, Marion County	Per Attachment B, Item 6 of the HBPA, information has been submitted to the Keeper of the National Register regarding continued National Register eligibility of the bridge	INDOT letter to SHPO dated 12/9/14; SHPO letter dated 12/17/14 (See Attachment 15)	None
Dearborn County Bridge No. 24 (NBI No. 1500021), Cold Spring Rd. over Lee's Branch/S. Hogan Creek, Dearborn County	Section 106 process for project involving this Non-Select bridge nearly concluded under the HBPA procedures	Nothing of note to include with this report	Former INDOT Des. No. 1006517 has been eliminated; New Des. No. is 1383444; public hearing still to be held
Clark County Bridge No. 00063 (NBI No. 1000053), Elrod Rd. over Silver Creek, Clark County	Select bridge was replaced with local money in 2014	Nothing of note to include with this report	Bridge Inspection Report, NBI No. 1000053 (dated 3/28/14) states that new superstructure was built on old abutments & original structure was moved to side and is resting on temporary wooden supports
Clinton County Bridge No. 00505 (NBI No. 1200006), E. Washington St. over Prairie Creek, Clinton County	Select bridge was repaired with local money in 2013	Nothing of note to include with this report	Bridge Inspection Report, NBI No. 1200006 (dated 4/23/14) indicates bridge was repaired
Fountain County Bridge No. 00169 (NBI No. 2300157), Old US 41 over Dry Run, Fountain County	Non-Select bridge was repaired with local money in 2013	Nothing of note to include with this report	Phase I Bridge Inspection Report Fountain County, Indiana, 2014 (Butler, Fairman & Seufert) indicates bridge was repaired
Greene County Bridge No. 00015 (NBI No. 2800009), CR 490 N over Dry Branch, Greene County	Non-Select bridge was repaired with local money in 2013	Nothing of note to include with this report	Phase I Bridge Inspection Report Greene County, Indiana, 2013 (Butler, Fairman & Seufert) indicates bridge was repaired
Jay County Bridge No. 00008 (NBI No. 3800190), CR 700 E over Wabash River, Jay County	Select bridge was repaired with local money in 2012	Nothing of note to include with this report	Bridge Inspection Report, NBI No. 3800190 (dated 2/20/14) indicates bridge was repaired
Posey County Bridge No. 00091 (NBI No. 6500247), Pfeiffer Rd over Big Creek, Posey County	Non-Select Bridge has been replaced with local funds	Nothing of note to include with this report	Posey County, Indiana Bridge Inspection Summary Report (2014) indicates bridge was replaced
Posey County Bridge No. 00013 (NBI No. 6500044), Raben Rd over Big Creek, Posey County	Non-Select Bridge has been repaired with local funds	Nothing of note to include with this report	Posey County, Indiana Bridge Inspection Summary Report (2014) indicates bridge was repaired

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Bridge	Action Taken	Support Documentation	Additional Comments
Shelby County Bridge No. 00136 (NBI No. 7300124), CR 200 E over S. Fork Lewis Creek, Shelby County	Select Bridge has been reconstructed (superstructure replacement) with local funds	Nothing of note to include with this report	Shelby County, Indiana Bridge Inspection Summary Report (2014) indicates bridge superstructure was replaced
Washington County Bridge No. 00058 (NBI No. 8800038), Canton/S. Boston Rd. over Middle Fork Blue River, Washington County	Non-Select Bridge has been replaced with local funds	Nothing of note to include with this report	Washington County, IN Bridge Inventory & Appraisal Report, Phase 1 – 1/26/15 (Rumschlag Technical Services) indicates bridge was replaced
Dubois County Bridge No. 00055 (NBI No. 1900045), Cuzco Rd. W over Davis Creek, Dubois County	Non-Select bridge was replaced with local money in 2012	Nothing of note to include with this report	Phase I Bridge Inspection Report Dubois County, Indiana, 2014 (Butler, Fairman & Seufert) indicates bridge was replaced
Dubois County Bridge No. 00114 (NBI No. 1900080), Schnellville Rd. over Hall Creek, Dubois County	Non-Select bridge was rehabilitated with local money in 2013	Nothing of note to include with this report	Phase I Bridge Inspection Report Dubois County, Indiana, 2014 (Butler, Fairman & Seufert) indicates bridge was rehabilitated
Greene County Bridge No. 00024 (NBI No. 2800016), CR 390 N over Richland Creek, Greene County	Non-Select bridge was replaced with local money in 2014	Nothing of note to include with this report	Bridge Inspection Report, NBI No. 2800218 (dated 9/23/14) shows bridge was replaced
Marion County Bridge No. 2501F (NBI No. 4900213), Capitol Ave. over Fall Creek, Indianapolis, Marion County	Section 106 process for project involving this Select bridge in progress under the HBPA procedures	Nothing of note to include with this report	INDOT Des. No. 1383173; Consulting party meeting held on site on 12/16/14
Hendricks County Bridge No. 00106 (NBI No. 3200078), CR 550 N over W. Fork Big Walnut Creek, Hendricks County	Section 106 process for project involving this Non-Select bridge in progress under the HBPA procedures	Nothing of note to include with this report	INDOT Des. No. 1383451; information will be sent to consulting parties soon
INDOT Bridge No. 046-11-01316A (NBI No. 17050), SR 46 Bridge over Eel River, Clay County	Section 106 process for project involving this Select bridge in progress under the HBPA procedures	Project documents can be found on the INSCOPE website by searching under the des. no. http://netservices.indot.in.gov/Section106Documents/Default.aspx	INDOT Des. No. 0800910; public meeting held on January 29,2015

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Bridge	Action Taken	Support Documentation	Additional Comments
Shelby County Bridge No. 13 (NBI No. 7300013), CR 875 W over Buck Creek, Shelby County	Section 106 process for project involving this Select bridge in progress under the HBPA procedures	Nothing of note to include with this report	INDOT Des. No. 0100361; Shelby County is currently preparing an alternatives analysis document
DeKalb County Bridge No. 134 (NBI No. 1700135), CR 75 over CSX Railroad, DeKalb County	CSX/DeKalb County removed this Select bridge with private money & possibly dismantled & stored it	Nothing of note to include with this report	Bridge Inspection Report, NBI No. 1700135 (dated 12/18/14) shows the bridge has been removed
INDOT Bridge No. 026-34-03651B (NBI No. 6840), SR 26 over Mud Creek, Howard County	Section 106 process for project involving this Select bridge in progress under the HBPA procedures	Nothing of note to include with this report; Information packet that was sent out in 2013 can be found on INDOT's Section 106 Consultation and Outreach Portal Enterprise (IN SCOPE) website: http://netservices.indot.in.gov/Section106Documents/Default.aspx	INDOT Des. No. 1006226; alternatives analysis document will be sent to consulting parties in near future
INDOT Bridge No. 026-34-03651B (NBI No. 6840), SR 26 over Mud Creek, Howard County	Project established for painting this Select Bridge within INDOT system; no environmental work initiated yet	Nothing of note to include with this report	INDOT Des. No. 1006341
Delaware County Bridge No. 161 (NBI No. 1800136), CR 170 S over the White River, Delaware County	Project established for this Non-Select Bridge within INDOT system; no environmental work initiated yet	Nothing of note to include with this report	INDOT Des. No. 9680560
INDOT Bridge No. (25)24-09-04178A (NBI No. 6000), SR 25 over the Eel River, Cass County	Project established for this Non-Select Bridge within INDOT system; no environmental work initiated yet	Nothing of note to include with this report	INDOT Des. No. 1173393
INDOT Bridge No. 026-79-03346B (NBI No. 6690), SR 26 over South Fork of Wildcat Creek, Tippecanoe County	Section 106 process for project involving this Non-Select Bridge in progress under the HBPA procedures	Nothing of note to include with this report	INDOT Des. No. 9608220; alternatives analysis under preparation

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Bridge	Action Taken	Support Documentation	Additional Comments
Jackson County Bridge No. 00189 (NBI No. 3600125), Base Rd. over Wayman Ditch, Jackson County	Select bridge was removed & relocated with local money in 2011; no new structure built	Discussion on Bridge Hunter Website: http://bridgehunter.com/in/jackson/3600125/	Relocated to the Jackson County Fairgrounds
INDOT Bridge No. 036-83-03492A (NBI No. 11480), US 36 over Wabash River, Vermillion County	Section 106 process for project involving this Select Bridge in progress under the HBPA procedures	Nothing of note to include with this report	INDOT Des. No. 1296351; historic properties report sent to consulting parties in November 2014; alternatives analysis document under preparation
INDOT Bridge No. 046-24-03124A (NBI No. 17430), SR 46 over Laughery Creek, Franklin County	Project established for this Select Bridge within INDOT system; no environmental work initiated yet	Nothing of note to include with this report	INDOT Des. No. 1296697
INDOT Bridge No. 075-08-03486 (NBI No. 24960), SR 75 over Middle Fork of Wildcat Creek, Carroll County	Project established for this Select Bridge within INDOT system has been eliminated; no work needed on structure at this time	Nothing of note to include with this report	INDOT Des. No. 1296985 has been eliminated
Washington County Bridge No. 105 (NBI No. 8800071), Becks Mill Rd. over Mill Creek, Washington County	Project established for this Select Bridge within INDOT system; no environmental work initiated yet	Nothing of note to include with this report	INDOT Des. No. 1173265
INDOT Bridge No. 164-19-03717A (NBI No. 28450), SR 164 over Patoka River, Dubois County	Project established for this Non-Select Bridge within INDOT system has been eliminated; no work needed on structure at this time	Nothing of note to include with this report	INDOT Des. No. 1382243 has been eliminated
INDOT Bridge No. 026-38-03430A (NBI No. 7440), SR 26 over Salamonie River, Jay County	Project established for this Select Bridge within INDOT system; no environmental work initiated yet	Nothing of note to include with this report	INDOT Des. No. 1383052

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Bridge	Action Taken	Support Documentation	Additional Comments
INDOT Bridge No. 027-38-06182A (NBI No. 7350), SR 27 over Salamonie River, Portland, Jay County	Project established for this Select Bridge within INDOT system has been eliminated; no work needed on structure at this time	Nothing of note to include with this report	INDOT Des. No. 1383053 has been eliminated
INDOT Bridge No. 163-83-05324A (NBI No. 28430), SR 163 over Wabash River, Vermillion County	Project established for this Select Bridge within INDOT system; no environmental work initiated yet	Nothing of note to include with this report	INDOT Des. No. 1298390
INDOT Bridge No. 031-41-03040JB NB (NBI No. 9310), US 31 over Big Blue River, Johnson County	Bridge deck overlay project for this Select Bridge exempt from Section 106 review under the Minor Projects Programmatic Agreement between the FHWA, SHPO & INDOT [MPPA]--under Category A Item 13	Nothing of note to include with this report	INDOT Des. No. 1400422
INDOT Bridge No. 031-41-03040JB SB (NBI No. 9320), US 31 over Big Blue River, Johnson County	Bridge deck overlay project for this Select Bridge exempt from Section 106 review under the Minor Projects Programmatic Agreement between the FHWA, SHPO & INDOT [MPPA]--under Category A Item 13	Nothing of note to include with this report	INDOT Des. No. 1400431

Part II

Part II. Select Bridges that have been replaced, relocated, or bypassed

As outlined in the following table, INDOT-CRO has knowledge of eighteen (18) Select Bridges that have been replaced, relocated, or bypassed or are proposed for replacement. Not all of these bridges have been destroyed. Some of them are going to be reused on local trail systems, have been bypassed, have been relocated, or may have been placed in storage – as indicated.

Boone County Bridge No. 70 remains on the list as a proposed replacement. However, communication from the US Army Corps of Engineers in 2013 indicates that the permit application was put on hold (see Part I and Attachments).

Per Stipulation IV.G. of the Historic Bridge PA (below), when a Select Bridge is demolished with *local* funds, the County can no longer utilize the streamlining procedures of the Historic Bridge PA on other Select or Non-Select Bridge projects that utilize Federal Highway Administration (FHWA) funds. Rather, they must follow regular Section 106 procedures pursuant to 36 CFR Part 800 and would require execution of a Memorandum of Agreement (MOA) to resolve any adverse effects.

Anticipatory Demolition – If FHWA or Indiana SHPO determine a bridge owner intentionally demolishes or otherwise diminishes the historic integrity of a Select Bridge under the bridge owner’s jurisdiction with non-Federal-aid funds, then FHWA will comply with 36 CFR Part 800 for any future federal-aid bridge project proposed by that bridge owner. After the next Bridge Survey update is completed in accordance with Stipulation II.C.2, FHWA may process federal-aid projects in accordance with this Agreement for that bridge owner.

The following list is a list of **all** Select Bridges that have been replaced, relocated, or bypassed, some of which have been allowably processed under the Historic Bridges PA. Therefore, this list **does not** constitute a list of counties that are no longer able to utilize the Historic Bridge PA per Stipulation IV.G. Before the environmental process progresses for any proposed FHWA-funded projects for bridges in any of the listed counties, FHWA and INDOT will need to make an assessment of whether it is appropriate to invoke Stipulation IV.G. and therefore comply with 36 CFR Part 800 instead of utilizing the Historic Bridge PA process.

Select Bridges That Have Been Replaced, Relocated, or Bypassed

County	Bridge No.	NBI No.	Road Carried	Feature Crossed	Year Replaced	Source of Information	Des. No.
Bartholomew	00026	300024	CR 850 E	Clifty Creek	Proposed for Reuse on People Trail	Section 106 documents	9982690; not processed under Historic Bridge PA because project predated HBPA procedures
Benton	00010	0400004	CR 500 W	Sugar Creek	2011	2011 Bridge Inspection Report, Benton County Bridge Report (Janssen & Spaans Engineering)	N/A; local money
Boone	00018	0600011	CR 950 W	Goldsberry Creek	2009	Boone County, Indiana Bridge Inspection Summary Report (3/21/2012)	N/A; local money
Boone	00070	0600052	CR 600 E	Mounts Run	Proposed for replacement in 2011	2011 Historic Bridge PA Annual Report (Communication from the US Army Corps of Engineers in 2013 indicates the permit application for replacement was put on hold)	N/A; local money
Clark	00063	1000053	Elrod Rd.	Silver Creek	Bypassed in 2014	Bridge Inspection Report, NBI No. 1000053 (dated 3/28/14) states that new superstructure was built on old abutments & original structure was moved to side and is resting on temporary wooden supports	N/A; local money
Crawford	00123	1300067	Main St.	Blue River	2010	2010 Historic Bridge PA Annual Report (also confirmed through bridge inspection reports)	N/A; local money
DeKalb	00134	1700135	CR 75	CSX Railroad	Removed in 2014; no new structure; structure may have been stored by County/CSX	Bridge Inspection Report, NBI No. 1700135 (dated 12/18/14) shows the bridge has been removed	1173242 (eliminated); local money used
Delaware	00085	1800070	CR 800 E	Mississinewa River	Proposed for Reuse on Cardinal Greenway Trail	Section 106 documents	0500078

Select Bridges That Have Been Replaced, Relocated, or Bypassed

County	Bridge No.	NBI No.	Road Carried	Feature Crossed	Year Replaced	Source of Information	Des. No.
Jackson	00189	3600125	Base Rd.	Wayman Ditch	Removed in 2011; no new structure; relocated to the Jackson County Fairgrounds	Discussion on Bridge Hunter Website: http://bridgehunter.com/in/jackson/3600125/	N/A; local money
Lawrence	00020	4700122	Old SR 37	Gulletts Creek	2012	Lawrence County, Indiana Bridge Inspection Report, Phase II - 2012 (RW Armstrong)	0201241 (eliminated); local money used
Lawrence	00080	4700053	Twin Bridges Rd.	Branch of Rock Lick Creek	2012	Lawrence County, Indiana Bridge Inspection Report, Phase II - 2012 (RW Armstrong)	N/A; local money
Madison	00087	4800077	CR 700 N	Little Killbuck Creek	2009	Madison County, Indiana Bridge Inspection Summary Report (12/5/2011)	N/A; local money
Orange	00034	5900024	CR 350 W	Lick Creek	2008	Bridge Inspection Report, NBI No. 5900118 (dated 5/31/2012)	N/A; local money
Posey	00163	6500238	Huey Rd	Branch of Big Creek	2012	Bridge Inspection Report, NBI No. 6500238 (1/18/2013)	N/A; local money
Shelby	00136	7300124	CR 200 E	S. Fork Lewis Creek	2013	Shelby County, Indiana Bridge Inspection Summary Report (7/17/2014)	N/A; local money
Tipton	00009	8000009	CR 1050 W	Wilbert Crum Ditch	2010	Tipton County, Indiana Bridge Inspection Summary Report (7/05/2011)	N/A; local money
Tipton	00059	8000051	CR 400 E	Schlater Ditch	2010	Tipton County, Indiana Bridge Inspection Summary Report (7/05/2011)	N/A; local money
Wells	00074	9000058	CR 400 W	Rock Creek	2010	Wells County, Indiana Bridge Inspection Summary Report (6/13/2012)	9382490; MOA executed in 1995 for the replacement of this bridge; not processed under Historic Bridge PA

Part III

Part III. Non-Select Bridges that have been replaced, relocated, or bypassed

As outlined in the following table, INDOT-CRO has knowledge of fifty-nine (59) Non-Select Bridges that have been replaced, relocated, or bypassed or are currently proposed for replacement. A bridge “proposed for replacement” is not added to this list until the public hearing has been held. Until that point, the procedures under the Historic Bridges PA are still on-going and the preferred alternative has not yet been finalized.

Non-Select Bridges That Have Been Replaced (including proposed replacements, as indicated), Relocated, or Bypassed

County	Bridge No.	NBI No.	Road Carried	Feature Crossed	Year Replaced	Source of Information	Des. No.
Allen	00546	0200273	State Blvd.	Spy Run Creek	Proposed for replacement	Section 106 documents	0400587
Bartholomew	00001	0300003	CR 500 S	Bear Creek	2010	Bartholomew County, Indiana Bridge Inspection Summary Report (5/14/2012)	N/A; local money
Bartholomew	00130	0300121	CR 1100 S	East Fork White Creek	2009	Bartholomew County, Indiana Bridge Inspection Summary Report (5/14/2012)	N/A; local money
Brown	00042	0700031	Elkinsville Rd.	Gravel Creek	2011	Brown County, Indiana Bridge Inspection Summary Report (7/6/2012)	0100151; SHPO letter of 3/7/2002 states bridge is not NRHP eligible; finding of "No Historic Properties Affected" signed by FHWA 3/11/2002; SHPO concurrence letter dated 4/9/2002; not processed under Historic Bridge PA
Carroll	00502	0800129	CR 750 N	Ryan Appleton Ditch	2011	Carroll County, IN Bridge Inventory & Appraisal Report, Phase 2 – November 1, 2011 (Rumschlag Technical Services)	N/A; local money
Clark	403-10-01941A	32000	SR 403	Silver Creek	Proposed for replacement	Section 106 documents	0800072
Clay	046-11-01313A	17020	SR 46	Birch Creek	2014	Section 106 documents	0800838
Crawford	00129	1300069	Main St.	Southern Railroad	Proposed for replacement	Section 106 documents	0901105; not processed under Historic Bridge PA
Crawford	00011	1300008	Bacon Hollow Rd	Whiskey Run	2008	Bridge Inspection Report, NBI No. 1300008 (10/2/2013; in progress)	N/A; local money
Dearborn	00055	1500050	Collier Ridge Rd.	West Fork Tanners Creek	2014	Section 106 documents	1005702
Dearborn	050-15-00210A	18790	US 50	Tanners Creek and Service Rd.	Proposed for replacement	Section 106 documents	0400285 and 0800029

Non-Select Bridges That Have Been Replaced (including proposed replacements, as indicated), Relocated, or Bypassed

County	Bridge No.	NBI No.	Road Carried	Feature Crossed	Year Replaced	Source of Information	Des. No.
Decatur	00002	1600002	CR 421 N	Clifty Creek	Proposed for replacement	Section 106 documents	1005700
Delaware	00107	1800089	CR 700 N	Mississinewa River	2011	Delaware County, Indiana Bridge Inspection Summary Report (2/14/2013; in progress)	0301001 (eliminated)
Dubois	00055	1900045	Cuzco Rd. W	Davis Creek	2012	Phase I Bridge Inspection Report Dubois County, Indiana, 2014 (Butler, Fairman & Seufert)	N/A; local money
Elkhart	33-20-3906A	10970	US 33	Elkhart River	Proposed for replacement	Section 106 documents	0101525
Floyd	00023	2200022	John Pectol Rd.	Big Indian Creek	2013	Section 106 documents	8676620
Fountain	00097	2300075	CR 500 E	North Fork of Coal Creek	Proposed for replacement	Section 106 documents	1005669
Fountain	00104	2300081	CR 200 E	North Fork of Coal Creek	2009	Fountain County, Indiana Bridge Inspection Summary Report (4/18/2011)	N/A; local money
Greene	00021	2800014	CR 270 E	Richland Creek	2009	Phase II Bridge Inspection Report Greene County, Indiana, 2011 (Butler, Fairman & Seufert)	0200727; SHPO letter of 3/11/2003 states bridge is not NRHP eligible; finding of "No Historic Properties Affected" signed by FHWA 10/15/2003; not processed under Historic Bridge PA
Greene	00024	2800016	CR 390 N	Richland Creek	2014	Bridge Inspection Report, NBI No. 2800218 (dated 9/23/14)	N/A; local money
Greene	057-28-00341C	20710	SR 57	White River	Proposed for replacement	Section 106 documents	0400090
Greene	057-28-03042D	20720	SR 57	White River Overflow	Proposed for replacement	Section 106 documents	0400091
Greene	00255	2800204	CR 1400 E	Indiana RR	2010	Phase II Bridge Inspection Report Greene County, Indiana, 2011 (Butler, Fairman & Seufert)	N/A; local money

Non-Select Bridges That Have Been Replaced (including proposed replacements, as indicated), Relocated, or Bypassed

County	Bridge No.	NBI No.	Road Carried	Feature Crossed	Year Replaced	Source of Information	Des. No.
Hendricks	00272	3200214	CR 550 W	Conrail RR	Proposed for replacement	Section 106 documents	0800717
Jackson	00195	3600130	CR 550 W	Muscatatuck River	Proposed for replacement	Section 106 documents	1005701
Jennings	00015	4000015	CR 400 N	Mutton Creek	2010	Bridge Inspection Report, NBI No. 4000201 (1/9/2013)	N/A; local money
Jennings	00008	4000008	CR 400 W	Bear Creek	2010	Bridge Inspection Report, NBI No. 4000008 (dated 1/4/2012)	N/A; local money
Knox	00377	4200147	Overhead Rd.	CSX RR	2009	Bridge Inspection Report, NBI No. 4200523 (1/30/2012)	0088500; SHPO letter of 5/30/2003 states bridge is not NRHP eligible; finding of "No Historic Properties Affected" signed by FHWA 7/15/2003; not processed under Historic Bridge PA
Lake	(12)912-45-02352D	33080	SR 912	Gary Avenue & E.J.E. Railroad	Proposed for replacement	Section 106 documents	0201063
Lawrence	00068	4700042	Henderson Creek Rd.	Little Salt Creek	2010	Lawrence County, Indiana Bridge Inspection Report, Phase II - 2012 (RW Armstrong)	N/A; local money
Lawrence	00079	4700052	Twin Bridges Rd.	Branch of Rock Lick Creek	2012	Lawrence County, Indiana Bridge Inspection Report, Phase II - 2012 (RW Armstrong)	N/A; local money
Madison	00097	4800086	CR 450 N	Killbuck Creek	Proposed for Reuse by City of Anderson	Section 106 documents	0100372
Marion	1615F	4900116	Lafayette Rd.	Conrail Railroad	Proposed for replacement	Section 106 documents	1173064
Marion	1807F	4900146	Keystone Ave.	Fall Creek Overflow	2014	Section 106 documents	1173063

Non-Select Bridges That Have Been Replaced (including proposed replacements, as indicated), Relocated, or Bypassed

County	Bridge No.	NBI No.	Road Carried	Feature Crossed	Year Replaced	Source of Information	Des. No.
Marion	4101F	4900390	Franklin Rd	Miller Ditch	Proposed for replacement	US Army Corps of Engineers & SHPO communications	N/A; local money
Martin	00022	5100006	Cale Rd. (Mt. Olive Rd.)	Sulphur Creek	2010	Martin County, IN Bridge Inventory & Appraisal Report, Phase 1 – October 1, 2010 (Rumschlag Technical Services)	N/A; local money
Martin	000137	5100061	Deep Cut Connector (Historic	Beaver Creek	2013	Bridge Inspection Report, NBI No. 5100068 (dated 2/21/2013)	N/A; local money
Martin	00073	5100040	Rusk Road	Lost River	Disassembled and moved to new location/use in Texas in 2013	Discussion found on Bridge Hunter Website: http://bridgehunter.com/in/martin/5100040/	N/A; local money
Morgan	252-55-01968	30720	SR 252	Long Run Creek	2014	Section 106 documents	0401165
Morgan	00044	5500037	Peavine Rd.	Stotts Creek	Proposed for replacement	Section 106 documents	1173249
Morgan	00030	5500024	Mahalasville Rd.	Pike Creek	2010	Morgan County, Indiana Bridge Inspection Summary Report (6/03/2011)	N/A; local money
Parke	00072	6100059	CR 600 W	Big Raccoon Creek	Proposed for replacement	Section 106 documents	0800716
Parke	00248	6100218	CR 1200 E	Conrail Railroad	2014	Section 106 documents	0900839
Pike	00147	6300100	CR 350 E	Patoka River	Proposed for replacement	Section 106 documents	0902251
Pike	00071	6300057	Meridian Rd	Patoka River	2009	Bridge Inspection Report, NBI No. 6300187 (dated 5/14/2013); Historic Bridge Inventory	N/A; local money

Non-Select Bridges That Have Been Replaced (including proposed replacements, as indicated), Relocated, or Bypassed

County	Bridge No.	NBI No.	Road Carried	Feature Crossed	Year Replaced	Source of Information	Des. No.
Posey	00195	6500150	Upper Mt Vernon Rd	Little Creek	2010	Posey County, Indiana Bridge Inspection Summary Report (2/14/2013)	N/A; local money
Posey	00091	6500247	Pfeiffer Rd.	Big Creek	2012	Posey County, Indiana Bridge Inspection Summary Report (2014)	N/A; local money
Putnam	00199	6700173	CR 1300 S	Mill Creek	2008	Bridge Inspection Report, NBI No. 6700249 (3/31/2011)	0200745; SHPO letter of 8/9/2004 states nothing in project APE is NRHP eligible; finding of "No Historic Properties Affected" signed by FHWA
Putnam	00137	6700122	CR 100 E	Big Walnut Creek	Proposed for replacement	Section 106 documents	9982470
Ripley	00070	6900053	CR 650 N	Little Otter Creek	Proposed for replacement	US Army Corps of Engineers & SHPO communications	N/A; local money
Shelby	009-73-01994B	2410	SR 9	Flatrock River	2013	Bridge Inspection Report, NBI No. 002410 (4/1/2013)	0100327
Shelby	00149	7300137	CR 425 S	Conns Creek	Demolished in 2103	Email from County's consultant	N/A; bridge had been bypassed; bridge was reclassified from Select to Non-Select in 2013 prior to demolition
Spencer	00308	7400168	CR 700 E	Branch of Crooked Creek	2012	Spencer County, Indiana Bridge Inspection Summary Report (1/25/2013; in progress)	N/A; local money
Tippecanoe	052-79-01784EEBL	19010	US 52	Wabash River & SR 43 (River Road)	Proposed for replacement	Section 106 documents	0400774
Vigo	00151	8400113	Gannon Rd.	East Little Sugar Creek	2009	Bridge Inspection Report, NBI No. 8400342 (8/3/2011)	0200751; SHPO letter of 1/8/2003 states bridge is not NRHP eligible; finding of "No Historic Properties Affected" signed by FHWA 7/15/2003; not processed under Historic Bridge PA
Warren	055-86-03502B	19740	SR 55	Big Pine Creek	2014	Section 106 documents	0800834

Non-Select Bridges That Have Been Replaced (including proposed replacements, as indicated), Relocated, or Bypassed

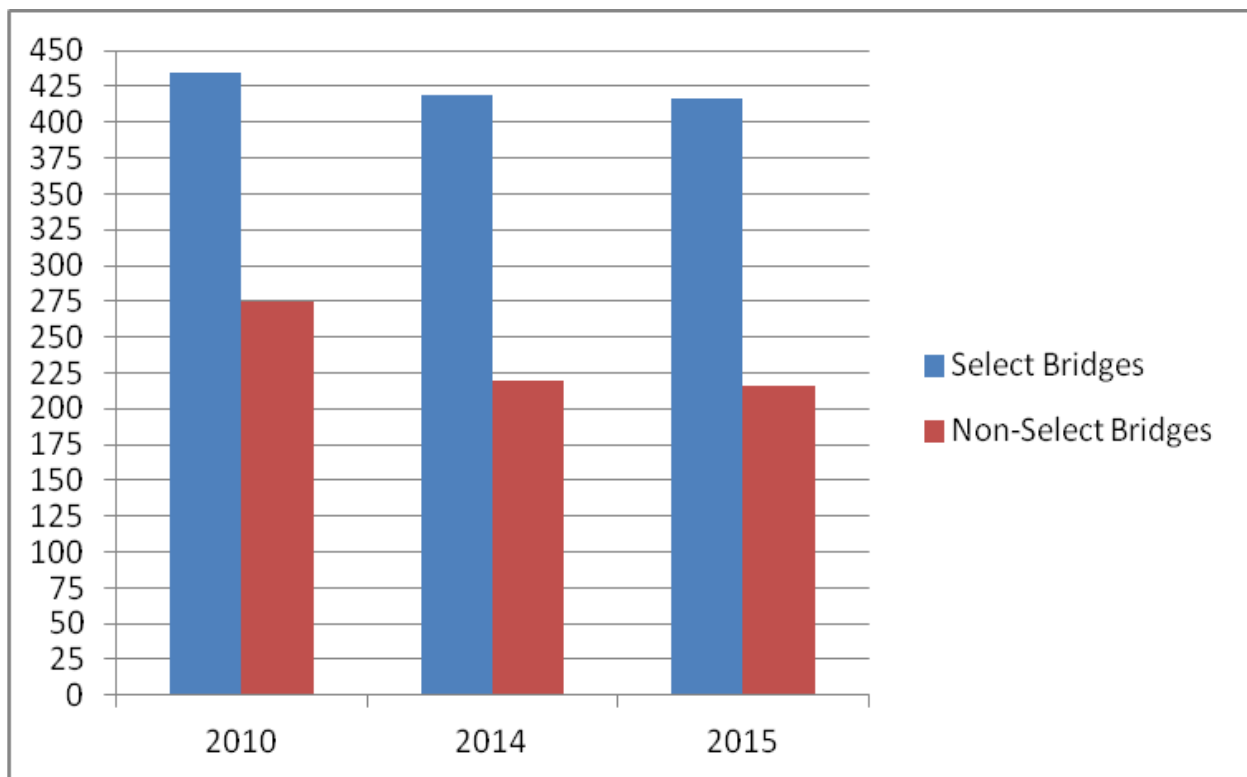
County	Bridge No.	NBI No.	Road Carried	Feature Crossed	Year Replaced	Source of Information	Des. No.
Washington	00060	8800040	Harristown Rd.	Branch W Fork Blue River	2009	Washington County, IN Bridge Inventory & Appraisal Report, Phase 1 – April 1, 2011 (Rumschlag Technical Services)	N/A; local money
Washington	00058	8800038	Canton/S. Boston Rd.	Middle Fork Blue River	2014	Washington County, IN Bridge Inventory & Appraisal Report, Phase 1 – 1/26/15 (Rumschlag Technical Services)	N/A; local money
Wayne	00173	8900126	Mineral Springs Road	Greens Fork River	Proposed for replacement	Section 106 documents	0801062

Part IV

Part IV--Tally of Select and Non-Select Bridges

Below is a “running tally” of extant Select and Non-Select bridges compared to previous years presented in table and chart format. For Select Bridges, to still be considered “extant” in this context, they have been preserved in place. Select Bridges that are going to be reused on local trail systems, have been bypassed, have been relocated, or may have been placed in storage are counted as a “loss” in this tally. Non-Select Bridges “proposed for replacement” have been included as a “loss” only after the public hearing for the proposed project has been held. Until that point, the procedures under the Historic Bridges PA are still on-going and the preferred alternative has not yet been finalized.

	2010	2014	2015
Select Bridges	435	419	417
Non-Select Bridges	275	219	216



Attachments

Indiana Department of Transportation

County Allen Route State Boulevard Des. No. 0400587 Project No. _____

**FHWA-Indiana Environmental Document
CATEGORICAL EXCLUSION/ENVIRONMENTAL ASSESSMENT FORM
GENERAL PROJECT INFORMATION**

Road No./County:	State Boulevard/Allen County
Designation Number:	0400587 (Phase 1, Terrace Road to Spy Run Avenue -1005151, Phase 2, Cass Street to Terrace Road -1005154, Pedestrian Bridge-1005155, and Spy Run Creek Bridge-1005152)
Project Description/Termini:	State Boulevard Reconstruction Project– State Boulevard between Spy Run Avenue and Cass Street including the bridge over Spy Run Creek

After completing this form, I conclude that this project qualifies for the following type of Categorical Exclusion (FHWA must review/approve if Level 4 CE):

<input type="checkbox"/>	Categorical Exclusion, Level 2 – The proposed action meets the criteria for Categorical Exclusion Manual Level 2 - table 1, CE Level Thresholds. Required Signatories: ESM (Environmental Scoping Manager).
<input type="checkbox"/>	Categorical Exclusion, Level 3 – The proposed action meets the criteria for Categorical Exclusion Manual Level 3 - table 1, CE Level Thresholds. Required Signatories: ESM, ES (Environmental Services).
<input type="checkbox"/>	Categorical Exclusion, Level 4 – The proposed action meets the criteria for Categorical Exclusion Manual Level 4 - table 1, CE Level Thresholds. Required Signatories: ESM, ES, FHWA.
<input checked="" type="checkbox"/>	Environmental Assessment (EA) – EAs require a separate FONSI. Additional research and documentation is necessary to determine the effects on the environment. Required Signatories: ES, FHWA.

Note: For documents prepared by or for Environmental Services, it is not necessary for the ESM of the district in which the project is located to release for public involvement or sign for approval.

Approval

ESM Signature	Date	ES Signature	Date
<u>Joyce E. Newland</u>	<u>5-14-14</u>	<u>[Signature]</u>	<u>8 MAY 14</u>
FHWA Signature	Date		

Release for Public Involvement

ESM Initials	Date	ES Initials	Date

Certification of Public Involvement

Examiner, Public Hearings Signature	Date
<u>Mary Wright</u>	<u>9/12/14</u>

Note: Do not approve until after Section 106 public involvement and all other environmental requirements have been satisfied.

Reviewer Signature _____ Date _____

Name and organization of CE/EA Preparer: Briana M. Hope – American Structurepoint, Inc.

Indiana Department of Transportation

County Tippecanoe Route U.S. 52 Des. No. 0400774

FHWA-Indiana Environmental Document

CATEGORICAL EXCLUSION / ENVIRONMENTAL ASSESSMENT FORM GENERAL PROJECT INFORMATION

Road No./County:	U.S. 52/Tippecanoe
Designation Number:	0400774
Project Description/Termini:	U.S. 52 Bridge Project (Bridge Number: 052-79-01784FEBL) over the Wabash River. From approximately 1,800 ft west of the midpoint of the bridge deck to approximately 1,700 ft east of the midpoint of the bridge deck.

After completing this form, I conclude that this project qualifies for the following type of Categorical Exclusion (FHWA must review/approve if Level 4 CE):

	Categorical Exclusion, Level 2 – The proposed action meets the criteria for Categorical Exclusion Manual Level 2 - table 1, CE Level Thresholds. Required Signatories: ESM (Environmental Scoping Manager)
	Categorical Exclusion, Level 3 – The proposed action meets the criteria for Categorical Exclusion Manual Level 3 - table 1, CE Level Thresholds. Required Signatories: ESM, ES (Environmental Services Division)
X	Categorical Exclusion, Level 4 – The proposed action meets the criteria for Categorical Exclusion Manual Level 4 - table 1, CE Level Thresholds. Required Signatories: ESM, ES, FHWA
	Environmental Assessment (EA) – EAs require a separate FONSI. Additional research and documentation is necessary to determine the effects on the environment. Required Signatories: ES, FHWA

Note: For documents prepared by or for Environmental Services Division, it is not necessary for the ESM of the district in which the project is located to release for public involvement or sign for approval.

Approval

ESM Signature	Date	ES Signature	Date
	FHWA Signature	Date	

Release for Public Involvement
MLE 10/16/2014 KBA 16 OCT 14

ESM Initials Date ES Initials Date
Mary Wright 12/3/14

Certification of Public Involvement
Mary Wright 12/3/14
 Office of Public Involvement Date

Note: Do not approve until after Section 106 public involvement and all other environmental requirements have been satisfied.

INDOT ES/District Env.
 Reviewer Signature: _____ Date: _____
 Name and Organization of CE/EA Preparer: Richard Connolly, Parsons

Indiana Department of Transportation

County Clark Route SR 403 Des. No. 0800072 Project No. 0800072

FHWA-Indiana Environmental Document
CATEGORICAL EXCLUSION / ENVIRONMENTAL ASSESSMENT FORM
 GENERAL PROJECT INFORMATION

Road No./County:	SR 403
Designation Number:	0800072
Project Description/Termini:	SR 403 Bridge Project over Silver Creek/ approximately 1 mile east of US 31 in Clark County

After completing this form, I conclude that this project qualifies for the following type of Categorical Exclusion (FHWA must review/approve if Level 4 CE):

<input type="checkbox"/>	Categorical Exclusion, Level 2 – The proposed action meets the criteria for Categorical Exclusion Manual Level 2 - table 1, CE Level Thresholds. Required Signatories: ESM (Environmental Scoping Manager).
<input type="checkbox"/>	Categorical Exclusion, Level 3 – The proposed action meets the criteria for Categorical Exclusion Manual Level 3 - table 1, CE Level Thresholds. Required Signatories: ESM, ES (Environmental Services).
<input checked="" type="checkbox"/>	Categorical Exclusion, Level 4 – The proposed action meets the criteria for Categorical Exclusion Manual Level 4 - table 1, CE Level Thresholds. Required Signatories: ESM, ES, FHWA.
<input type="checkbox"/>	Environmental Assessment (EA) – EAs require a separate FONSI. Additional research and documentation is necessary to determine the effects on the environment. Required Signatories: ES, FHWA.

Note: For documents prepared by or for Environmental Services, it is not necessary for the ESM of the district in which the project is located to release for public involvement or sign for approval.

Approval _____
 ESM Signature _____ Date _____ ES Signature _____ Date _____

 FHWA Signature _____ Date _____

Release for Public Involvement DGD 2013.10.16 14:23:16
 ESM Initials _____ Date _____
 -04'00'

BM 15 OCT 13
 ES Initials _____ Date _____

Certification of Public Involvement Mary Wright 10/17/14
 EXAMINER Manager, Public Hearings Signature _____ Date _____

Note: Do not approve until after Section 106 public involvement and all other environmental requirements have been satisfied.

Reviewer Signature _____ Date _____

Name and organization of CE/EA Preparer: Jaime S. Byerly/Bernardin, Lochmueller & Associates (BLA)

This is page 1 of 28 Project name: SR 403 Bridge Project
Clark County, Indiana Date: 8/21/2013

Indiana Department of Transportation

County Clay Route SR 46 Des. No. 0800838

FHWA-Indiana Environmental Document
CATEGORICAL EXCLUSION / ENVIRONMENTAL ASSESSMENT FORM
 GENERAL PROJECT INFORMATION

Road No./County:	State Road (SR) 46; Clay County
Designation Number:	0800838
Project Description/Termini:	SR 46 Bridge Replacement (Bridge Number: 046-11-01313A) over Birch Creek; From Approximately 615 ft East of the Bridge's Centerline to Approximately 560 ft West of the Bridge's Centerline.

After completing this form, I conclude that this project qualifies for the following type of Categorical Exclusion (FHWA must review/approve if Level 4 CE):

<input type="checkbox"/>	Categorical Exclusion, Level 2 – The proposed action meets the criteria for Categorical Exclusion Manual Level 2 - table 1, CE Level Thresholds. Required Signatories: ESM (Environmental Scoping Manager)
<input type="checkbox"/>	Categorical Exclusion, Level 3 – The proposed action meets the criteria for Categorical Exclusion Manual Level 3 - table 1, CE Level Thresholds. Required Signatories: ESM, ES (Environmental Services Division)
<input checked="" type="checkbox"/>	Categorical Exclusion, Level 4 – The proposed action meets the criteria for Categorical Exclusion Manual Level 4 - table 1, CE Level Thresholds. Required Signatories: ESM, ES, FHWA
<input type="checkbox"/>	Environmental Assessment (EA) – EAs require a separate FONSI. Additional research and documentation is necessary to determine the effects on the environment. Required Signatories: ES, FHWA

Note: For documents prepared by or for Environmental Services Division, it is not necessary for the ESM of the district in which the project is located to release for public involvement or sign for approval.

Approval Michael L. Esbank 2/13/2014 Loch McHugh 14 FEB 14
 ESM Signature Date ES Signature Date

 FHWA Signature Date

Release for Public Involvement

MLE 12/19/2013 KBA 20 Dec 13
 ESM Initials Date ES Initials Date

Certification of Public Involvement Mary Wright 2/6/14
 Office of Public Involvement Date

Note: Do not approve until after Section 106 public involvement and all other environmental requirements have been satisfied.

INDOT ES/District Env. Reviewer Signature: _____ Date: _____
 Name and Organization of CE/EA Preparer: Daniel J. Miller, Parsons Transportation Group, Inc.

**FEDERAL HIGHWAY ADMINISTRATION'S
SECTION 106 FINDINGS AND DETERMINATIONS
AREA OF POTENTIAL EFFECT
ELIGIBILITY DETERMINATIONS
EFFECT FINDING
US 421 over Kilmore Creek
Approximately 0.31 mile South of intersection with SR 38 North
Washington Township, Clinton County, Indiana
Des. No. 1006286**

**AREA OF POTENTIAL EFFECT
(Pursuant to 36 CFR Section 800.4(a)(1))**

The project's recommended Area of Potential Effects (APE) includes the existing right-of-way (ROW) of the bridge, and immediately adjacent properties. Since the project will rehabilitate, in-kind, the existing bridge structure, no visual change in the profile, or elevations should be apparent. Therefore, the APE was drawn to extend 500 feet from the center line of the bridge, north, south, east and west. Maps of the APE are located in Appendix B.

**ELIGIBILITY DETERMINATIONS
(Pursuant to 36 CFR 800.4(c)(2))**

The APE contains one property which meets the criteria for eligibility for listing in the National Register of Historic Places (NRHP): Bridge (421) 39-12-01793B; NBI No.32210, which carries US 421 over Kilmore Creek. It was constructed in 1941 according to an Indiana standardized plan. The *Indiana Historic Bridge Inventory* determined the bridge is NRHP eligible under Criterion C. Specifically, it was found to be distinctive because it exemplifies an uncommon highway bridge type in Indiana and because it displays exceptional overall or main span length for its type representing an innovative design and/or construction method.

No other resources located within the APE for this project are eligible for or listed in either the State or National Registers.

**EFFECT FINDING
(Pursuant to 36 CFR 800.4(d)(1))**

Per the terms of the "Programmatic Agreement Regarding Management and Preservation of Indiana's Historic Bridges" (Historic Bridges PA), the Federal Highway Administration—Indiana Division (FHWA) will satisfy its Section 106 responsibilities involving "Select" and "Non-Select" bridges through the Project Development Process (PDP) of the Historic Bridges PA (Stipulation III). Bridge No. (421) 39-12-01793B; NBI No. 32210 has been classified as a "Select" bridge by the INDOT Historic Bridge Inventory and, thus, the procedures outlined in Stipulation III.A. of the Historic Bridges PA will be followed to fulfill FHWA's Section 106 responsibilities for the bridge. Additionally, because rehabilitation of the bridge is the preferred alternative, the standard treatment approach, described in Attachment B of the Historic Bridges PA (Standard Treatment Approach for Historic Bridges) will be followed.

Therefore, the finding for this project only applies to other resources located within the APE and not Bridge No. (421) 39-12-01793B; NBI No. 32210. This document will satisfy the Section 106 responsibilities for other resources located in the project APE. Regarding other resources

located in the project area, the INDOT, on behalf of the FHWA, has determined a "no historic properties affected" finding is appropriate because no other properties listed in or eligible for listing in the NRHP are present within the area of potential effects.

INDOT respectfully requests the Indiana State Historic Preservation Officer provide written concurrence with the Section 106 determination of effect.

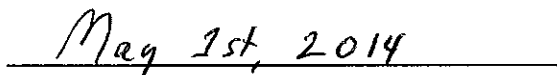
SECTION 4(F) COMPLIANCE REQUIREMENTS (for historic properties)

This undertaking will not convert property from any Section 4(f) historic property to a transportation use; the INDOT, acting on FHWA's behalf, has determined the appropriate Section 106 finding is "no historic properties affected"; therefore no Section 4(f) evaluation is required.

Consulting parties will be provided a copy of the project findings and determinations in accordance with FHWA and INDOT's Section 106 procedures. Comments will be accepted for 30 days upon receipt of the findings.



Patrick Carpenter for FHWA
Manager
INDOT Cultural Resources



Approved Date

Division of Historic Preservation & Archaeology • 402 W. Washington Street, W274 • Indianapolis, IN 46204-2739
Phone 317-232-1646 • Fax 317-232-0693 • dhpa@dnr.IN.gov



May 29, 2014

Patrick Carpenter
Cultural Resources Manager
Environmental Services
Indiana Department of Transportation
100 North Senate Avenue, Room N642
Indianapolis, Indiana 46204

Federal Agency: Federal Highway Administration ("FHWA")
State Agency: Indiana Department of Transportation ("INDOT")

Re: DUAL REVIEW: Historic bridge alternatives analysis, historic property report (Westerly Group, 3/2014) and Indiana Department of Transportation's finding of "no historic properties affected" on behalf of the Federal Highway Authority concerning bridge repair carrying US 421 over Kilmore Creek (Des. No. 1006286; DHPA No. 15385)

Dear Mr. Carpenter:

Pursuant to Indiana Code 14-21-1-18 and 312-IAC 20-4-11.5, the Indiana Department of Natural Resources, Division of Historic Preservation and Archaeology ("DHPA") has conducted an analysis of the materials provided with your letter dated May 1, 2014, and received by the DHPA on May 1, 2014, for the above indicated project in Washington Township, Clinton County, Indiana. Pursuant to Section 106 of the National Historic Preservation Act (16 U.S.C. § 470f) and 36 C.F.R. Part 800, the staff of the Indiana State Historic Preservation Officer ("Indiana SHPO") has conducted an analysis for the above indicated project.

As previously indicated, based upon the submitted information and the documentation available to the staff of the Indiana SHPO, we have not identified any currently known archaeological resources listed in or eligible for inclusion in the National Register of Historic Places ("NRHP") within the proposed project area; and we concur with the opinion of the archaeologist, as expressed in the Indiana archaeological short report (Parsell, 02/11/2014), that no further investigations appear necessary at this proposed project area. However, this identification is subject to the project activities remaining within areas disturbed by previous construction of a recent and non-historical nature. If archaeological deposits are encountered from the post-contact period, they will be evaluated regarding their eligibility for the NRHP in consultation with the staff of the Indiana SHPO. Please contact our office if such deposits are encountered. The archaeological recording must be done in accordance with the Secretary of the Interior's "Standards and Guidelines for Archaeology and Historic Preservation" (48 F.R. 44716) and a report of the archaeological documentation must be submitted to our office for review and comment.

If any archaeological artifacts or human remains are uncovered during construction, demolition, or earthmoving activities, state law (Indiana Code 14-21-1-27 and 29) requires that the discovery must be reported to the Department of Natural Resources within two (2) business days. In that event, please call (317) 232-1646. Be advised that adherence to Indiana Code 14-21-1-27 and 29 does not obviate the need to adhere to applicable federal statutes and regulations.

In regard to buildings and structures, we have noted that Bridge No. (421)39-12-01793B; NBI No. 32210 has been classified as a "Select" bridge by the INDOT Historic Bridge Inventory and, thus, the procedures outlined in Stipulation III.A. of the Historic Bridges PA will be followed to fulfill FHWA's Section 106 responsibilities for the bridge. Therefore, the finding for this project only applies to other resources located within the APE and not Bridge No. (421)39-12-01793B; NBI No. 32210.

We concur with INDOT's May 1, 2014 finding of No Historic Properties Affected for the above indicated project. Therefore, under 312 IAC 20-4-11.5, a certificate of approval will not be necessary from the Indiana Historic Preservation Review Board for this project.

This identification is subject to the following condition:

- The project activities remain within areas disturbed by previous construction.

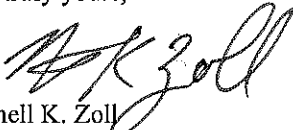
If any archaeological artifacts or human remains are uncovered during construction, demolition, or earthmoving activities, state law (Indiana Code 14-21-1-27 and 29) requires that the discovery must be reported to the Department of Natural Resources within two (2) business days. In that event, please call (317) 232-1646.

Within fifteen (15) days after this determination, a member of the Indiana Historic Preservation Review Board may request review by the Review Board for the purpose of acting upon a certificate of approval for this project. If a request for review is made, the division will place a completed application on the agenda of the next meeting of the Review Board for a determination. If no request for review is made, the division director's letter of clearance is affirmed. A determination under this subsection is not effective until the later of the following:

- (1) fifteen (15) days after issuance of the determination; or
- (2) the day resulting from a notice given under 312 IAC 2-3-7(d).

If you have questions about archaeological issues please contact Wade T. Tharp at (317) 232-1650 or wtharpI@dnr.IN.gov. If you have questions about buildings or structures please contact Ashley Thomas at (317) 234-7034 or asthomas@dnr.IN.gov. Additionally, in all future correspondence regarding the above indicated project, please refer to DHPA No. 15385.

Very truly yours,



Mitchell K. Zoll
Deputy State Historic Preservation Officer

MKZ:ADT:adt

cc: Clinton County Historical Society and Museum
Clinton County Commissioners
Clinton County Council

cmc: Patrick A. Carpenter, Indiana Department of Transportation
Mary Kennedy, Indiana Department of Transportation
Shaun Miller, Indiana Department of Transportation
Melany Prather, Indiana Department of Transportation
Tommy Kleckner, Indiana Landmarks, Western Regional Office
James Miller, Clinton County Historian
Historic Spans Taskforce
Joshua D. Palmer
Daniel Kloc
Beth McCord, Gray & Pape, Inc.
Jim Corridan, Indiana Commission on Public Records
Richard A. Butler
Kevin Orme, Indiana Department of Correction

Indiana Department of Transportation

County Clinton Route US Highway 421 Des. No. 1006286

FHWA-Indiana Environmental Document
CATEGORICAL EXCLUSION / ENVIRONMENTAL ASSESSMENT FORM
 GENERAL PROJECT INFORMATION

Road No./County:	US 421/ Clinton County
Designation Number:	1006286
Project Description/Termini:	Bridge Repair at U.S. Highway 421 (US 421) over Kilmore Creek, approximately 0.31 mile south of the intersection of SR-38 and US 421. Beginning approximately 160 feet southeast of the edge of the existing structure and ending approximately 160 feet northwest of the existing structure.

After completing this form, I conclude that this project qualifies for the following type of Categorical Exclusion (FHWA must review/approve if Level 4 CE):

<input type="checkbox"/>	Categorical Exclusion, Level 2 – The proposed action meets the criteria for Categorical Exclusion Manual Level 2 - table 1, CE Level Thresholds. Required Signatories: ESM (Environmental Scoping Manager)
<input type="checkbox"/>	Categorical Exclusion, Level 3 – The proposed action meets the criteria for Categorical Exclusion Manual Level 3 - table 1, CE Level Thresholds. Required Signatories: ESM, ES (Environmental Services Division)
<input checked="" type="checkbox"/>	Categorical Exclusion, Level 4 – The proposed action meets the criteria for Categorical Exclusion Manual Level 4 - table 1, CE Level Thresholds. Required Signatories: ESM, ES, FHWA
<input type="checkbox"/>	Environmental Assessment (EA) – EAs require a separate FONSI. Additional research and documentation is necessary to determine the effects on the environment. Required Signatories: ES, FHWA

Note: For documents prepared by or for Environmental Services Division, it is not necessary for the ESM of the district in which the project is located to release for public involvement or sign for approval.

Approval _____
 ESM Signature Date ES Signature Date

 FHWA Signature Date

Release for Public Involvement

MLE 6/4/2014 RBN 18 JUN 14
 ESM Initials Date ES Initials Date

RC 8-1-14
 Certification of Public Involvement Rickie Clark 8-1-14
 Office of Public Involvement Date

Note: Do not approve until after Section 106 public involvement and all other environmental requirements have been satisfied.

INDOT ES/District Env.
 Reviewer Signature: _____ Date: _____

Name and Organization of CE/EA Preparer: Matthew Kwiatkowski (Cardno JFNEW)

This is page 1 of 24 Project name: US 421 Bridge Repair over Kilmore Creek Date: June 3, 2014

**FEDERAL HIGHWAY ADMINISTRATION'S
SECTION 4(F) COMPLIANCE REQUIREMENTS (for historic properties) AND
SECTION 106 FINDINGS AND DETERMINATIONS
AREA OF POTENTIAL EFFECT
ELIGIBILITY DETERMINATIONS
EFFECT FINDING
MADISON COUNTY BRIDGE NO. 97 (NBI. No. 4800086)
CARRYING CR 450 NORTH OVER KILLBUCK CREEK
RICHLAND TOWNSHIP, MADISON COUNTY, INDIANA
DES. NO.: 0100372**

**AREA OF POTENTIAL EFFECT
(Pursuant to 36 CFR Section 800.4(a)(1))**

The aboveground Area of Potential Effects (APE) has been drawn relatively narrowly based on viewshed; the area surrounding Madison County Bridge No. 97 is rural and heavily wooded. The archaeological APE is the project footprint. (See Appendix A: Maps.)

**ELIGIBILITY DETERMINATIONS
(Pursuant to 36 CFR 800.4(c)(2))**

Madison County Bridge No. 97 (NBI. No. 4800086) is a Warren through truss constructed circa 1910. The central truss features latticed diagonals; other trusses have channeled diagonals and channeled verticals. The inclined end posts are riveted I-beams. The bridge has latticed rails on both sides. The bridge is presently classified as a Non-Select bridge "previously determined" eligible for inclusion in the National Register of Historic Places (NRHP) under Criterion C in the Indiana Statewide Historic Bridge Inventory. FHWA signed a Final Determinations on National Register Eligibility for the Historic Bridge Inventory on February 23, 2009.

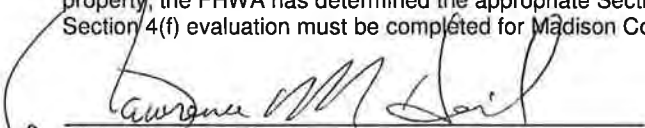
EFFECT FINDING

Madison County Bridge No. 97 (NBI. No. 4800086): Adverse Effect

FHWA has determined an Adverse Effect finding is appropriate for this undertaking. FHWA respectfully requests the Indiana State Historic Preservation Officer provide written concurrence with the Section 106 determination of effect for each property and the project's overall effect finding.

SECTION 4(F) COMPLIANCE REQUIREMENTS (for historic properties)

Madison County Bridge No. 97 (NBI. No. 4800086) - This resource is used for transportation purposes. This undertaking will have an Adverse Effect on Madison County Bridge No. 97, a Section 4(f) historic property; the FHWA has determined the appropriate Section 106 finding is Adverse Effect; and therefore a Section 4(f) evaluation must be completed for Madison County Bridge No. 97.


Richard J. Marquis
Division Administrator, FHWA-IN Division

1-30-2014

Approved Date

DNR Indiana Department of Natural Resources

Division of Historic Preservation & Archaeology • 402 W. Washington Street, W274 • Indianapolis, IN 46204-2739
Phone 317-232-1646 • Fax 317-232-0693 • dhpa@dnr.IN.gov



February 17, 2014

Richard J. Marquis
Division Administrator
Federal Highway Administration, Indiana Division
575 North Pennsylvania Street, Room 254
Indianapolis, Indiana 46204

Federal Agency: Federal Highway Administration (“FHWA”)

Re: Draft “Cooperative Agreement Between the Indiana Department of Transportation, the Indiana Department of Natural Resources, Madison County And City of Anderson Concerning Relocation and Donation of Non-Select Bridge Madison 97” and FHWA’s finding of Adverse Effect, with supporting documentation, for the replacement of Madison County Bridge No. 97 (NBI No. 4800086), carrying CR 450N over Killbuck Creek (Des. No. 0100372; DHPA No. 1298)

Dear Mr. Marquis:

Pursuant to Section 106 of the National Historic Preservation Act (16 U.S.C. § 470f), 36 C.F.R. Part 800, the “Programmatic Agreement . . . Regarding Management and Preservation of Indiana’s Historic Bridges” (“Historic Bridges PA”), the staff of the Indiana State Historic Preservation Officer (“Indiana SHPO”) has considered the draft cooperative agreement submitted by e-mail by INDOT on February 3, 2014, and the finding, documentation, and another, partially signed copy of the cooperative agreement submitted with HWC Engineering’s cover letter dated February 3, 2014, and received on February 4, for the aforementioned project in Richland Township, Madison County, Indiana.

We are pleased to see that the City of Anderson still wants to acquire Bridge No. 97 and store it for reuse in the future. We strongly recommend that the bridge be dismantled carefully and that its components be match-marked and stored in a secure location, preferably under a roof, to avoid further deterioration as much as possible.

In the first paragraph of the preamble to the draft cooperative agreement on page 1, the “State Historic Preservation Office” (abbreviated “SHPO”) is identified as a party to the agreement, and in the signature block on page 12 for the Department of Natural Resources (“DNR”), below the department name, is the following agency name: “State Historic Preservation Office.” Technically, there is no agency in Indiana with that formal name. However, there is an official with the title of State Historic Preservation Officer (i.e., the Director of DNR), and there is a division of DNR called the Division of Historic Preservation and Archaeology (known informally as the SHPO staff). We recommend that the “State Historic Preservation Officer” be identified in those two places as the responsible official. We had made a similar recommendation for a cooperative agreement on a different project (Des. No. 05000078). For future situations, perhaps someone could modify a template that apparently is being used by bridge owners for future reference.

On page 3, the first line of point 2.1 spelled Anderson with a final “s.” The same spelling is used in item 2.14 near the top of page 10.

It would be advisable to check the names of the signatories on behalf of the Indiana Department of Transportation, the State Budget Agency, and the Department of Administration on pages 12-13.

We received the finding of Adverse Effect and supporting documentation on a compact disc from HWC Engineering. In future submissions, we would appreciate receiving paper copies of such documents, instead.

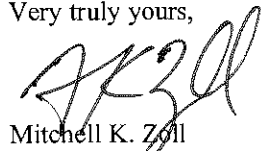
We concur with FHWA’s January 30, 2014, finding of Adverse Effect for Madison County Bridge No. 97.

Consequently, we necessarily concur with FHWA's January 30, 2014, finding of Adverse Effect for this undertaking, as a whole.

If any archaeological artifacts or human remains are uncovered during construction, demolition, or earthmoving activities, state law (Indiana Code 14-21-1-27 and -29) requires that the discovery be reported to DNR within two (2) business days. In that event, please call (317) 232-1646. Be advised that adherence to Indiana Code 14-21-1-27 and -29 does not obviate the need to adhere to applicable federal statutes and regulations.

If you have questions about archaeological issues, then please contact Dr. Rick Jones at (317) 233-0953 or rjones@dnr.IN.gov. Questions about buildings or structures should be directed to John Carr at (317) 233-1949 or jcarr@dnr.IN.gov. In all future correspondence regarding the replacement of Madison County Bridge No. 97, please refer to DHPA No. 1298.

Very truly yours,



Mitchell K. Zoll
Deputy State Historic Preservation Officer

MKZ:CWS:JLC:jlc

cc: Patrick Carpenter, Indiana Department of Transportation
John Mauser, P.E., HWC Engineering

emc: Lawrence Heil, P.E., Federal Highway Administration, Indiana Division
Jennifer Jansen, Indiana Department of Transportation
Patrick Carpenter, Indiana Department of Transportation
Mary Kennedy, Indiana Department of Transportation
Shaun Miller, Indiana Department of Transportation
Melany Prather, Indiana Department of Transportation
John Mauser, P.E., HWC Engineering
Linda Weintraut, Ph.D., Weintraut & Associates, Inc.

Indiana Department of Transportation

County Madison

Route CR 450 N

Des. No. 0100372

*FHWA-Indiana Environmental Document

CATEGORICAL EXCLUSION / ENVIRONMENTAL ASSESSMENT FORM
GENERAL PROJECT INFORMATION

Road No./County:	CR 450 N/Madison County
Designation Number:	0100372
Project Description/Termini:	Madison County Bridge No. 97 Project Termini: The project would begin approximately 737 feet west of the bridge and continue 695 feet east to the intersection with CR 375 E.

After completing this form, I conclude that this project qualifies for the following type of Categorical Exclusion (FHWA must review/approve if Level 4 CE):

	Categorical Exclusion, Level 2 – The proposed action meets the criteria for Categorical Exclusion Manual Level 2 - table 1, CE Level Thresholds. Required Signatories: ESM (Environmental Scoping Manager)
	Categorical Exclusion, Level 3 – The proposed action meets the criteria for Categorical Exclusion Manual Level 3 - table 1, CE Level Thresholds. Required Signatories: ESM, ES (Environmental Services Division)
X	Categorical Exclusion, Level 4 – The proposed action meets the criteria for Categorical Exclusion Manual Level 4 - table 1, CE Level Thresholds. Required Signatories: ESM, ES, FHWA
	Environmental Assessment (EA) – EAs require a separate FONSI. Additional research and documentation is necessary to determine the effects on the environment. Required Signatories: ES, FHWA

Note: For documents prepared by or for Environmental Services Division, it is not necessary for the ESM of the district in which the project is located to release for public involvement or sign for approval.

Approval

ESM Signature _____	Date _____	ES Signature _____	Date _____
FHWA Signature _____		Date _____	

Release for Public Involvement

<u>JS</u>	<u>06/18/14</u>	<u>KBM</u>	<u>6/24/14</u>
ESM Initials	Date	ES Initials	Date

Certification of Public Involvement

<u>Mary Wright</u>	<u>8/11/14</u>
Office of Public Involvement	Date

Note: Do not approve until after Section 106 public involvement and all other environmental requirements have been satisfied.

INDOT ES/District Env. Reviewer Signature: Kristen M. Carson Date: 6/16/14

Name and Organization of CE/EA Preparer: Elayna Stoner Phillips, Beam, Longest and Neff, LLC

This is page 1 of 30 Project name: Bridge Replacement Date: June 9, 2014

COOPERATIVE AGREEMENT

Between

**THE INDIANA DEPARTMENT OF TRANSPORTATION,
THE INDIANA DEPARTMENT OF NATURAL RESOURCES,
MADISON COUNTY,**

And

CITY OF ANDERSON

Concerning

RELOCATION AND DONATION OF NON-SELECT BRIDGE MADISON 97

EDS: A249-14-32/070

This Agreement is made and entered into this 23rd day of May 2014 by and between: the Indiana Department of Transportation (hereinafter referred to as "INDOT"); the Indiana Department of Natural Resources, acting by and through the State Historic Preservation Officer (hereinafter referred to as the "SHPO"); the Commissioners of Madison County, Indiana (hereinafter referred to as the "COUNTY"); and the City of Anderson, Indiana (hereinafter referred to as the "CITY"), and jointly referred to as the "PARTIES".

RECITALS

WHEREAS, pursuant to 36 CFR 800.14(b) of the regulations implementing Section 106 of the National Historic Preservation Act of 1966 (Section 106) (16 U.S.C. 470f), INDOT, the SHPO, the Federal Highway Administration ("FHWA") and the Advisory Council have entered into Programmatic Agreement applicable to Federal-aid projects that result in the rehabilitation or replacement of historic bridges in Indiana (hereinafter referred to as the Historic Bridges PA, attached as **Exhibit A** and herein incorporated by reference); and

WHEREAS, historic bridges may be rehabilitated through several Federal-aid programs, such as the Transportation Enhancement Program, the Surface Transportation Program, and the Highway Bridge Replacement and Rehabilitation Program provided the appropriate eligibility criteria are satisfied; and

WHEREAS, the Historic Bridges PA Section III.A.8 provides that "If the preferred alternative includes transferring ownership of the historic bridge, then INDOT will initiate an agreement between INDOT, the bridge owner if the bridge does not belong to INDOT, the Indiana SHPO, and the proposed new bridge owner"; and

WHEREAS, the historic bridge known as Madison No. 97, which carries traffic on Madison County Road 450 North over Killbuck Creek (NBI No. 4800086), is scheduled to be replaced by Madison County under INDOT LPA Project Des. No. 0100372; and

WHEREAS, the City of Anderson wishes to obtain ownership of the Madison 97 historic bridge (hereinafter the "Bridge") and to store the Bridge for future use; and

WHEREAS, in obtaining the Bridge, the City of Anderson agrees to adhere to all requirements of the Historic Bridges PA, including Attachment B to the Historic Bridge PA (outlining standards for treatment of historic bridges); and

WHEREAS, in the interest of preserving the Bridge while providing for replacement of the Bridge in Madison County, the Parties desire to transfer the Bridge to the City of Anderson for storage and future use;

NOW THEREFORE, in consideration of the promises and the mutually dependent covenants contained herein and other good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, and intending to be legally bound, the Parties hereto agree as follows:

1.1. City of Anderson Responsibilities.

A. The City of Anderson agrees to take on ownership of the Bridge and to relocate the Bridge to be stored and used on a future park improvement or trail project in accordance with all requirements of the Historic Bridges PA.

B. The City of Anderson shall be responsible for all costs associated with relocation of the Bridge, including costs of disassembly, transportation, storage, construction and reassembly.

1.2. COUNTY's Responsibilities. The COUNTY hereby agrees to convey the Bridge to the City of Anderson for the sole and exclusive purpose of relocating and reusing the Bridge on a future park improvement or trail project and subject to the requirements of the Historic Bridges PA. The COUNTY further agrees to execute any additional documents it believes necessary to effectuate the transfer of ownership of the Bridge to the City of Anderson.

1.3. Standard Treatment of Historic Bridges. The Parties shall follow the requirements of the Historic Bridges PA (including the "Standard Treatment Approach for Historic Bridges" outlined in Attachment B to the PA) in relocating the Bridge.

1.4. Responsibility for Costs of Relocation.

A. The City of Anderson shall be solely responsible for all costs associated with relocation of the Bridge.

B. Under no circumstances shall IDNR or INDOT be liable for any cost associated with the Bridge, its relocation, storage or future construction under this Agreement.

1.5. Duration and Renewal of Agreement. This term of this Agreement shall begin on the date of last signature to this Agreement and continue through December 31, 2020 or until the end of the useful life of the Bridge, whichever occurs last. This Agreement may be renewed under the same terms and conditions subject to the approval of all signing Parties.

[Remainder of Page Intentionally Left Blank]

II. GENERAL PROVISIONS

2.1. Access to Records. The COUNTY and The City of Anderson (individually and collectively referred to as the "Sponsoring Party") shall maintain all books, documents, papers, correspondence, accounting records and other evidence pertaining to the cost incurred under this Agreement, and shall make such materials available at their respective offices at all reasonable times during the period of this Agreement and for five (5) years from the date of final payment under the terms of this Agreement, for inspection or audit by INDOT, or its authorized representative, and copies thereof shall be furnished free of charge, if requested by INDOT. The SPONSORING PARTY agrees that, upon request by any agency participating in federally-assisted programs with whom the SPONSORING PARTY has Agreed to or seeks to agree to, INDOT may release or make available to the agency any working papers from an audit performed by INDOT of the SPONSORING PARTY in connection with this Agreement, including any books, documents, papers, accounting records and other documentation which support or form the basis for the audit conclusions and judgments.

2.2. Audit. The SPONSORING PARTY acknowledges that it may be required to submit to an audit of funds paid through this Agreement. Any such audit shall be conducted in accordance with IC 5-11-1, et. seq. and audit guidelines specified by the State and/or in accordance with audit requirements specified elsewhere in this Agreement.

2.3. Authority to Bind SPONSORING PARTY. The signatory for the SPONSORING PARTY warrants that he/she has the necessary authority to enter into this Agreement. The signatory for the SPONSORING PARTY represents that he/she has been duly authorized to execute this Agreement on behalf of the SPONSORING PARTY, and has obtained all necessary or applicable approval to make this Agreement fully binding upon the SPONSORING PARTY when his/her signature is affixed to this Agreement.

2.4. Certification for Federal-Aid Contracts Lobbying Activities. The SPONSORING PARTY certifies, by signing and submitting this Agreement, to the best of its knowledge and belief that the SPONSORING PARTY has complied with Section 1352, Title 31, U.S. Code, and specifically, that:

A. No federal appropriated funds have been paid or will be paid, by or on behalf of the SPONSORING PARTY, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal Agreements, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal Agreement, grant, loan, or cooperative agreement.

B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal Agreement, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

C. The SPONSORING PARTY also agrees by signing this Agreement that it shall require that the language of this certification be included in all contractor agreements including lower tier subcontracts, which exceed \$100,000, and that all such sub recipients shall certify and disclose

accordingly. Any person who fails to sign or file this required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

2.5. Compliance with Laws.

A. The SPONSORING PARTY shall comply with all applicable federal, state and local laws, rules, regulations and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment of any state or federal statute, or the promulgation of regulations thereunder, after execution of this Agreement, shall be reviewed by INDOT to determine whether formal modifications are required to the provisions of this Agreement.

B. The SPONSORING PARTY and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State, as set forth in Indiana Code § 4-2-6, et seq., Indiana Code § 4-2-7, et. seq., the regulations promulgated thereunder, and Executive Order 05-12, dated January 12, 2005. If the SPONSORING PARTY is not familiar with these ethical requirements, the SPONSORING PARTY should refer any questions to the Indiana State Ethics Commission, or visit the Indiana State Ethics Commission website at <<<http://www.in.gov/ethics/>>>. If the SPONSORING PARTY or its agents violate any applicable ethical standards, the State may, at its sole discretion, terminate this Agreement immediately upon notice to the SPONSORING PARTY. In addition, the SPONSORING PARTY may be subject to penalties under Indiana Code §§ 4-2-6 and 4-2-7, and under any other applicable state or federal laws.

C. The SPONSORING PARTY certifies by entering into this Agreement, that neither it nor its principal(s) are presently in arrears in payment of its taxes, permit fees or other statutory, regulatory or judicially required payments to the State of Indiana. Further, the SPONSORING PARTY agrees that any payments in arrears and currently due to the State of Indiana may be withheld from payments due to the SPONSORING PARTY. Additionally, further work or payments may be withheld, delayed, or denied and/or this Agreement suspended until the SPONSORING PARTY becomes current in its payments and has submitted proof of such payment to INDOT.

D. The SPONSORING PARTY warrants that it has no current or outstanding criminal, civil, or enforcement actions initiated by the State of Indiana pending, and agrees that it will immediately notify INDOT of any such actions. During the term of such actions, the SPONSORING PARTY agrees that INDOT may delay, withhold, or deny work under any supplement, amendment, change order, contract or the like.

E. If a valid dispute exists as to the SPONSORING PARTY'S liability or guilt in any action initiated by the State of Indiana or its agencies, and INDOT decides to delay, withhold, or deny work to the SPONSORING PARTY, the SPONSORING PARTY may request that it be allowed to continue, or receive work, without delay. The SPONSORING PARTY must submit, in writing, a request for review to INDOT. A determination by the INDOT shall be final and binding on the Parties and not subject to administrative review. Any payments that the INDOT may delay, withhold, deny, or apply under this section shall not be subject to penalty or interest under IC 5-17-5.

F. The SPONSORING PARTY represents and warrants that the SPONSORING PARTY shall obtain and maintain all required permits, licenses, registrations and approvals, as well as comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work

activities for INDOT. Failure to do so may be deemed a material breach of this Agreement and grounds for termination and denial of further work with the State.

G. The SPONSORING PARTY hereby represents and warrants that, if it is an entity described in IC Title 23, it is properly registered and owes no outstanding reports with the Indiana Secretary of State.

H. As required by IC 5-22-3-7: (1) the SPONSORING PARTY and any principals of the SPONSORING PARTY certify that (A) the SPONSORING PARTY, except for de minimis and nonsystematic violations, has not violated the terms of (i) IC 24-4.7 [Telephone Solicitation Of Consumers], (ii) IC 24-5-12 [Telephone Solicitations] , or (iii) IC 24-5-14 [Regulation of Automatic Dialing Machines] in the previous three hundred sixty-five (365) days, even if IC 24-4.7 is preempted by federal law; and (B) the SPONSORING PARTY will not violate the terms of IC 24-4.7 for the duration of the Agreement, even if IC 24-4.7 is preempted by federal law. (2) The SPONSORING PARTY and any principals of the SPONSORING PARTY certify that an affiliate or principal of the SPONSORING PARTY and any agent acting on behalf of the SPONSORING PARTY or on behalf of an affiliate or principal of the SPONSORING PARTY (A) except for de minimis and nonsystematic violations, has not violated the terms of IC 24-4.7 in the previous three hundred sixty-five (365) days, even if IC 24-4.7 is preempted by federal law; and (B) will not violate the terms of IC 24-4.7 for the duration of the Agreement, even if IC 24-4.7 is preempted by federal law.

2.6. Conflict of Interest.

A. As used in this section:

"Immediate family" means the spouse and the un-emancipated children of an individual.

"Interested Party," means:

1. The individual executing the Agreement;
2. An individual who has an interest of three percent (3%) or more of SPONSORING PARTY, if SPONSORING PARTY is not an individual; or
3. Any member of the immediate family of an individual specified under subdivision 1 or 2.

"Commission" means the State Ethics Commission.

B. INDOT may cancel this Agreement without recourse by the SPONSORING PARTY if any interested Party is an employee of the State of Indiana.

C. INDOT will not exercise its right of cancellation under Section B, above, if the SPONSORING PARTY gives INDOT an opinion by the Commission indicating that the existence of this Agreement and the employment by the State of the interested Party does not violate any statute or code relating to ethical conduct of state employees. INDOT may take action, including cancellation of this Agreement, consistent with an opinion of the Commission obtained under this section.

D. The SPONSORING PARTY has an affirmative obligation under this Agreement to disclose to INDOT when an interested Party is or becomes an employee of INDOT. The obligation under this section extends only to those facts that the SPONSORING PARTY knows or reasonably could know.

2.7. Disadvantaged Business Enterprise Program. Notice is hereby given to the SPONSORING PARTY that failure to carry out the requirements set forth in 49 CFR Sec. 26.13(b) shall constitute a breach of this Agreement and, after notification, may result in termination of this Agreement or such remedy as INDOT deems appropriate.

The referenced section requires the following policy and disadvantaged business enterprise ("DBE") assurance to be included in all subsequent Agreements between the SPONSORING PARTY and any contractors.

The SPONSORING PARTY shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The SPONSORING PARTY shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted Agreements. Failure by the SPONSORING PARTY to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy, as INDOT, as the recipient, deems appropriate.

As part of the SPONSORING PARTY'S equal opportunity affirmative action program, SPONSORING PARTY, it is required that the SPONSORING PARTY shall take positive affirmative actions and put forth good faith efforts to solicit proposals or bids from and to utilize disadvantaged business enterprise, vendors or suppliers.

2.8. Drug-Free Workplace Certification. The SPONSORING PARTY hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace, and that it will give written notice to the Indiana Department of Transportation and the Indiana Department of Administration within ten (10) days after receiving actual notice that an employee of the SPONSORING PARTY in the State of Indiana has been convicted of a criminal drug violation occurring in the SPONSORING PARTY'S workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of Agreement payments, termination of the Agreement and/or debarment of contracting opportunities with the State of Indiana for up to three (3) years.

In addition to the provisions of the above paragraphs, if the total Agreement amount set forth in this Agreement is in excess of \$25,000.00, the SPONSORING PARTY hereby further agrees that this Agreement is expressly subject to the terms, conditions and representations of the following certification:

This certification is required by Executive Order No. 90-5, April 12, 1990, issued by the Governor of Indiana. Pursuant to its delegated authority, the Indiana Department of Administration is requiring the inclusion of this certification in all Agreements with and grants from the State of Indiana in excess of \$25,000.00. No award of an Agreement shall be made, and no Agreement, purchase order or agreement, the total amount of which exceeds \$25,000.00, shall be valid, unless and until this certification has been fully executed by the SPONSORING PARTY and made a part of the Agreement as part of the Agreement documents.

The SPONSORING PARTY certifies and agrees that it will provide a drug-free workplace by:

- a. Publishing and providing to all of its employees a statement notifying their employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the SPONSORING PARTY'S workplace and specifying the actions that will be taken against employees for violations of such prohibition;

- b. Establishing a drug-free awareness program to inform its employees of (1) the dangers of drug abuse in the workplace; (2) the SPONSORING PARTY'S policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation, and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace;
- c. Notifying all employees in the statement required by subparagraph (a) above that as a condition of continued employment the employee will (1) abide by the terms of the statement; and (2) notify the SPONSORING PARTY of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- d. Notifying in writing the State within ten (10) days after receiving notice from an employee under subdivision (c)(2) above, or otherwise receiving actual notice of such conviction;
- e. Within thirty (30) days after receiving notice under subdivision (c)(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) take appropriate personnel action against the employee, up to and including termination; or (2) require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency; and
- f. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (a) through (e) above.

2.9. Force Majeure. In the event that either Party is unable to perform any of its obligations under this Agreement or to enjoy any of its benefits because of natural disaster or decrees of governmental bodies not the fault of the affected Party (hereinafter referred to as a Force Majeure Event), the Party who has been so affected shall immediately give notice to the other Party and shall do everything possible to resume performance. Upon receipt of such notice, all obligations under this Agreement shall be immediately suspended. If the period of nonperformance exceeds thirty (30) days from the receipt of notice of the Force Majeure Event, the Party whose ability to perform has not been so affected may, by giving written notice, terminate this Agreement.

2.10. Funding Cancellation Clause. When the Director of the Office of Management and Budget makes a written determination that funds are not appropriated or otherwise available to support continuation of the performance of this Agreement, this Agreement shall be canceled. A determination by the Budget Director that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

2.11. Governing Laws. This Agreement shall be construed in accordance with and governed by the laws of the State of Indiana and the suit, if any, must be brought in the State of Indiana.

2.12. Indemnification. The SPONSORING PARTY agrees to indemnify exculpate, and hold harmless the State of Indiana, INDOT, and their officials and employees from any liability due to loss, damage, injuries, or other casualties of whatever kind, or by whosoever caused, to the person or property of anyone on or off the Project arising out of, or resulting from the work covered by this AGREEMENT or the work connected therewith, or from the installation, existence, use, maintenance, condition, repairs, alteration or removal of any equipment or material, to the extent of

negligence of the SPONSORING PARTY, including any claims arising out the Worker's Compensation Act or any other law, ordinance, order or decree. The SPONSORING PARTY agrees to pay all reasonable expenses and attorney's fees incurred by or imposed on the State and INDOT in connection herewith in the event that the SPONSORING PARTY shall default under the provisions of this Section.

2.13. Non-Discrimination.

1. Pursuant to I.C. 22-9-1-10 and the Civil Rights Act of 1964, the SPONSORING PARTY, shall not discriminate against any employee or applicant for employment, to be employed in the performance of work under this Contract, with respect to hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of race, color, religion, sex, disability, national origin, ancestry or status as a veteran. Breach of this covenant may be regarded as a material breach of this Contract. Acceptance of this Contract also signifies compliance with applicable Federal laws, regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability or status as a veteran.

2. The SPONSORING PARTY understands that INDOT is a recipient of Federal Funds. Pursuant to that understanding, the SPONSORING PARTY, agrees that if the SPONSORING PARTY employs fifty (50) or more employees and does at least \$50,000 worth of business with the State and is not exempt, the SPONSORING PARTY will comply with the affirmative action reporting requirements of 41 CFR 60-1.7. The SPONSORING PARTY shall comply with Section 202 of executive order 11246, as amended, 41 CFR 60-250, and 41 CFR 60-741, as amended, which are incorporated herein by specific reference. Breach of this covenant may be regarded as a material breach of Contract.

3. During the performance of this Contract, the SPONSORING PARTY, for itself, its assignees and successors in interest (hereinafter referred to as the "SPONSORING PARTY") agrees to the following assurances under Title VI of the Civil Rights Act of 1964:

a. Compliance with Regulations: The SPONSORING PARTY shall comply with the regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation, Title 49 CFR Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Contract.

b. Nondiscrimination: The SPONSORING PARTY, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, sex, national origin, religion, disability, ancestry, or status as a veteran in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The SPONSORING PARTY shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulation, including employment practices when the Contract covers a program set forth in Appendix B of the Regulations.

c. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the SPONSORING PARTY for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or

supplier shall be notified by the SPONSORING PARTY of the SPONSORING PARTY's obligations under this Contract, and the Regulations relative to nondiscrimination on the grounds of race, color, sex, national origin, religion, disability, ancestry, or status as a veteran.

d. Information and Reports: The SPONSORING PARTY shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Indiana Department of Transportation and Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a SPONSORING PARTY is in the exclusive possession of another who fails or refuses furnish this information, the SPONSORING PARTY shall so certify to the Indiana Department of Transportation or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

e. Sanctions for Noncompliance: In the event of the SPONSORING PARTY's noncompliance with the nondiscrimination provisions of this Contract, the Indiana Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to: (a) withholding payments to the SPONSORING PARTY under the Contract until the SPONSORING PARTY complies, and/or (b) cancellation, termination or suspension of the Contract, in whole or in part.

f. Incorporation of Provisions: The SPONSORING PARTY shall include the provisions of paragraphs a through f in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The SPONSORING PARTY shall take such action with respect to any subcontract or procurement as the Indiana Department of Transportation or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for non-compliance, provided, however, that in the event the SPONSORING PARTY becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the SPONSORING PARTY may request the Indiana Department of Transportation to enter into such litigation to protect the interests of the Indiana Department of Transportation, and, in addition, the SPONSORING PARTY may request the United States of America to enter into such litigation to protect the interests of the United States of America.

2.14. Notice to Parties. Whenever any notice, statement or other communication is required under this Agreement, it shall be sent to the following contacts unless otherwise specifically advised.

For INDOT:

Cultural Resources Office
Environmental Services
Indiana Department of Transportation
100 N. Senate Avenue, Room N642
Indianapolis, IN 46204

For SHPO: Division of Historic Preservation and Archaeology
Indiana Department of Natural Resources
Deputy State Historic Preservation Officer
402 W. Washington Street, Room 274
Indianapolis, IN 46204

For COUNTY: Madison County Commissioners
16 East 9th Street
Anderson, Indiana 46016

For The City of Anderson: Board Works Chairman
120 East 8th Street
P. O. Box 2100
Anderson, Indiana 46018

2.15. Payment. All payments shall be made according to the terms of this Agreement and in conformance with State fiscal policies and procedures and, as required by IC 4-13-2-14.8, by electronic funds transfer to the financial institution designated by the SPONSORING PARTY in writing unless a specific waiver has been obtained from the Indiana Auditor of State. No payments will be made in advance of receipt of the goods or services that are the subject of this Agreement except as permitted by IC 4-13-2-20.

If the SPONSORING PARTY has any outstanding balances on any Contract with INDOT, and such outstanding balances due to INDOT are at least sixty (60) calendar days past the due date, INDOT may proceed in accordance with I.C. 8-14-1-9 to invoke the powers of the Auditor of the State of Indiana to make a mandatory transfer of funds from the SPONSORING PARTY's allocation of the Motor Vehicle Highway Account to INDOT's account, or INDOT may withhold or garnish payments otherwise due to the SPONSORING PARTY from INDOT under this Agreement to partially or wholly satisfy such outstanding balances.

2.16. Penalties, Interest and Attorney's Fees. INDOT will in good faith perform its required obligations hereunder, and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law in part, IC 5-17-5, I. C. 34-54-8, and I. C. 34-13-1.

2.17. Severability. The invalidity of any section, subsection, clause or provision of this Agreement shall not affect the validity of the remaining sections, subsections, clauses or provisions of this Agreement.

2.18. Status of Claims. The SPONSORING PARTY shall be responsible for keeping INDOT currently advised as to the status of any claims made for damages against the SPONSORING PARTY resulting from services performed under this Agreement.

2.19. Termination. Any party may terminate this Agreement upon thirty (30) days written notice to the others, provided the agency requesting the termination can show cause that there has been a failure on the part of the other to substantially fulfill its responsibilities pursuant to this Agreement or that the Agreement is otherwise not working to the satisfaction of either party, and after providing notice and sufficient opportunity for remedy. The terminating party shall be responsible for any and all costs associated with or resulting from termination of the Agreement.

2.20. Employment Eligibility Verification.

- A. The SPONSORING PARTY affirms under the penalties of perjury that it does not knowingly employ an unauthorized alien.
- B. The SPONSORING PARTY shall enroll in and verify the work eligibility status of all his/her/its newly hired employees through the E-Verify program as defined in IC 22-5-1.7-3. The SPONSORING PARTY is not required to participate should the E-Verify program cease to exist. Additionally, the SPONSORING PARTY is not required to participate if the SPONSORING PARTY is self-employed and does not employ any employees.
- C. The SPONSORING PARTY shall not knowingly employ or contract with an unauthorized alien. The SPONSORING PARTY shall not retain an employee or contract with a person that the SPONSORING PARTY subsequently learns is an unauthorized alien.
- D. The SPONSORING PARTY shall require his/her/its subcontractors, who perform work under this contract, to certify to the SPONSORING PARTY that the subcontractor does not knowingly employ or contract with an unauthorized alien and that the subcontractor has enrolled and is participating in the E-Verify program. The SPONSORING PARTY agrees to maintain this certification throughout the duration of the term of a contract with a subcontractor.
- E. The State may terminate for default if the SPONSORING PARTY fails to cure a breach of this provision no later than thirty (30) days after being notified by the State.

2.21. General. This Agreement represents the entire understanding between the Parties relating to the subject matter, and supersedes any and all prior oral and/or written communications, understandings or agreements relating to the subject matter. Any amendment or modification to this Agreement must be in writing, reference this Section 2.21 and be signed by duly authorized representatives of the Parties. Neither this Agreement nor any portions of it may be assigned, licensed or otherwise transferred by the SPONSORING PARTY without the prior written consent of INDOT. This Agreement will be binding upon the Parties and their permitted successors or assigns. Failure of either Party to enforce any provision of this Agreement will not constitute or be construed as a waiver of such provision or of the right to enforce such provision. The headings are inserted for convenience only and do not constitute part of this Agreement.

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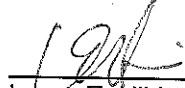
Non-Collusion

The undersigned attests, subject to the penalties for perjury, that he/she is the properly authorized representative, agent, member or officer of the SPONSORING PARTY, that he/she has not, nor has any other member, employee, representative, agent or officer of the SPONSORING PARTY, directly or indirectly, to the best of his/her knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he/she has not received or paid, any sum of money or other consideration for the execution of this Agreement other than that which appears upon the face of this Agreement.

In Witness Whereof, the SPONSORING PARTY and the State of Indiana have, through duly authorized representatives, entered into this Agreement. The Parties having read and understand the forgoing terms of this Agreement do by their respective signatures dated below hereby agree to the terms thereof.


STATE OF INDIANA
Department of Transportation

Recommend for Approval:




Laura E. Hilden,
Director of Environmental Services
Date: 4/24/2014

Executed by:



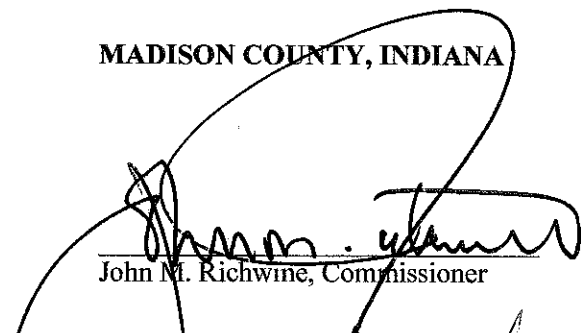
Jason S. Wasson, Deputy Commissioner
Engineering and Asset Management
Date: 4/24/2014

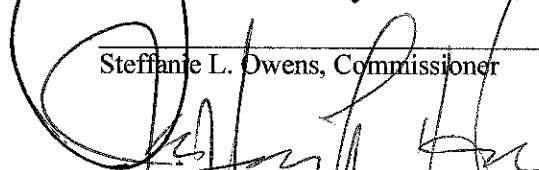
STATE OF INDIANA
Department of Natural Resources
State Historic Preservation Officer

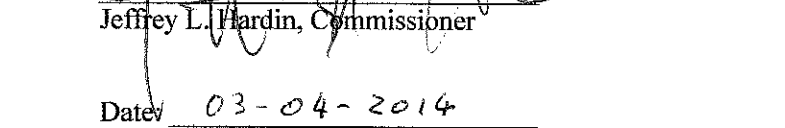


Cameron Clark, Director
Date: 3-24-14

MADISON COUNTY, INDIANA

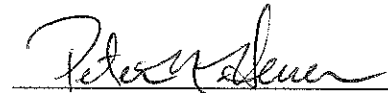



John M. Richwine, Commissioner


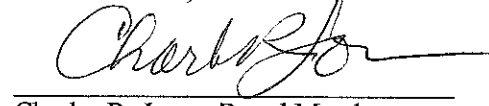
Steffanie L. Owens, Commissioner


Jeffrey L. Hardin, Commissioner
Date: 03-04-2014

CITY OF ANDERSON, INDIANA



Pete Heuer, Chairman of Board of Works


James R. Clark, Board Member


Charles R. Jones, Board Member
Date: 03-04-2014

APPROVALS

STATE OF INDIANA
State Budget Agency



Brian E. Bailey, Director

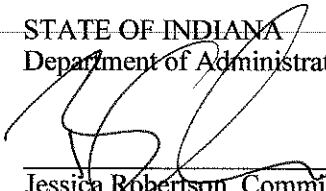
Date: 5-17-14

Approved as to Form and Legality:

Gregory F. Zoeller (FOR)
Gregory F. Zoeller
Attorney General of Indiana

Date Approved: 5/23/2014

STATE OF INDIANA
Department of Administration



Jessica Robertson, Commissioner

Date: 5/9/14

**PROGRAMMATIC AGREEMENT
AMONG
THE FEDERAL HIGHWAY ADMINISTRATION,
THE INDIANA DEPARTMENT OF TRANSPORTATION,
THE INDIANA STATE HISTORIC PRESERVATION OFFICER,
AND THE ADVISORY COUNCIL ON HISTORIC PRESERVATION
REGARDING
MANAGEMENT AND PRESERVATION OF INDIANA'S HISTORIC BRIDGES**

WHEREAS, the Federal Highway Administration (FHWA) has determined that the construction and improvement of highways and bridges with Federal Aid Highway funds (Federal-aid) may have an effect on bridges that are listed in the National Register of Historic Places (NRHP), or may be determined to be eligible for listing, hereafter referred to as "historic bridges"; and

WHEREAS, historic bridges may be rehabilitated through several Federal-aid programs, such as the Transportation Enhancement Program, the Surface Transportation Program, and the Highway Bridge Replacement and Rehabilitation Program provided the appropriate eligibility criteria are satisfied; and

WHEREAS, this Programmatic Agreement (Agreement) is applicable to Federal-aid projects that result in the rehabilitation or replacement of historic bridges in Indiana; and

WHEREAS, FHWA has consulted with the Advisory Council on Historic Preservation (Council) and the Indiana State Historic Preservation Officer (Indiana SHPO) pursuant to 36 CFR 800.14(b) of the regulations implementing Section 106 of the National Historic Preservation Act of 1966 (Section 106) (16 U.S.C. 470f); and

WHEREAS, FHWA formed a Historic Bridge Task Group (Task Group), including representatives from the Council, Indiana SHPO, Indiana Department of Transportation (INDOT), Indiana Local Technical Assistance Program (LTAP), Historic Landmarks Foundation of Indiana (HLFI), Historic Spans Task Force, Indiana Association of County Highway Engineers and Supervisors (IACHES), Indiana Association of County Commissioners (IACC), and Senator Richard Lugar's Office, to assist in the development of this Agreement and monitor its success upon implementation of the Agreement; and

WHEREAS, this Agreement defines a process to identify historic bridges that are most suitable for preservation and are excellent examples of a given type of historic bridge, hereafter referred to as "Select Bridges" and also identify those historic bridges that are not considered excellent examples of a given type of historic bridge or are not suitable candidates for preservation, hereafter referred to as "Non-Select Bridges"; and

WHEREAS, FHWA will not consider demolition to be a "prudent" alternative for any Federal-aid project involving a Select Bridge and FHWA will not participate in a project that would result in the demolition of a Select Bridge; and

Exhibit A

WHEREAS, FHWA may participate in the demolition of a Non-Select Bridge provided there are no feasible and prudent alternatives to demolition of the Non-Select Bridge; and

WHEREAS, the Task Group recognizes that historic bridges are an important part of the history, culture and surface transportation system of the State of Indiana and its local units of government; and

WHEREAS, economic development and tourism benefits have been recognized from preserving historic bridges; and

WHEREAS, the rehabilitation, reuse and preservation of historic bridges constructed of a wide variety of materials can be facilitated with good information and procedures that encourage consideration of context sensitive design solutions and address this public interest; and

WHEREAS, it is understood that new bridge construction and routes may ultimately be required to address local and state transportation needs; and

WHEREAS, FHWA, in consultation with the Council and the Indiana SHPO, have invited INDOT to be a signatory to this Agreement; and

WHEREAS, FHWA in consultation with the Council and the Indiana SHPO have invited the LTAP, HLF1, Historic Spans Task Force, IACHES, and IACC to be concurring parties to this Agreement;

NOW, THEREFORE, FHWA, INDOT, the Indiana SHPO, and the Council agree that the following stipulations will be implemented for FHWA undertakings in the State of Indiana that involve historic bridges.

STIPULATIONS

FHWA shall ensure that the following stipulations are carried out:

- I. INDOT will implement the following actions or program updates within one (1) year of executing this Agreement:
 - A. INDOT will develop and include "Standards for Rehabilitation of Bridges on Low-Volume Roads" in the INDOT design manual, which will be utilized to evaluate if rehabilitation of a given historic bridge for vehicular use is feasible and prudent. Standards that define "feasibility" relate to the ability of an alternative to meet certain engineering requirements, such as structural capacity. Standards that define "prudent" relate to cost effectiveness of an alternative. The Task Group will be provided an opportunity to review and comment on the Standards before they are finalized and prior to any updates.

- B. INDOT will inform the applicants for Federal-aid funds for any bridge project in the award letter that the scope of the bridge project (rehabilitation or replacement) will be determined by FHWA through the National Environmental Policy Act (NEPA) process and Section 4(f) of the Department of Transportation Act. The award letter will state that laws, regulations and design standards may ultimately dictate that the bridge be rehabilitated if the bridge is determined to be historic and FHWA concludes that rehabilitation is feasible and prudent.
- C. INDOT will classify and label all historic bridge projects as "Bridge Project - Scope Undetermined" until after FHWA has identified a preferred alternative for the project. The classification and labeling will apply to award letters to federal-aid applicants, the Indiana Statewide Transportation Improvement Program and in electronic tracking systems maintained by INDOT. This generic classification for bridge projects will ensure that federal-aid applicants and the public do not have false expectations that the bridge will be replaced before the NEPA process is completed. The classification or label for the bridge project may be updated to reflect the scope identified in the approved NEPA document.
- D. INDOT will work with the Transportation Enhancement Committee to develop and implement a scoring system that gives funding priority to Select Bridges within the historic projects category.

II. BRIDGE SURVEY

INDOT will complete a statewide survey of bridges on public roads and on public right-of-way (Bridge Survey) that were built in or before 1965. INDOT will gather the appropriate data to develop a historic context for bridges in Indiana, make NRHP eligibility recommendations, and recommend preservation priorities for historic bridges in accordance with "Attachment A - Scope of Services for the Development of a Historic Bridge Inventory (Appendix A of Consultant Contract)" of this Agreement. INDOT will collect data on all types of bridges (metal truss, concrete, masonry and timber), and will provide adequate opportunities for input to the Task Group and the public in completing the requirements of Attachment A and Stipulations II.A and II.B. Key points where INDOT will seek public comment include: NRHP eligibility, draft Select and Non-Select prioritization criteria, and the draft list of Select and Non-Select Bridges. Each notice requesting public comment will be mailed directly to the County Commissioners so bridge owners will be able to comment at each stage of the process.

A. NRHP Eligibility Determinations:

1. INDOT will provide NRHP eligibility recommendations to the Task Group, County Commissioners, and the public for a 60 day comment period. INDOT's recommendations will include the NRHP criterion, or criteria, that qualify the bridge for listing in the NRHP. INDOT will also list the bridges that are determined not to be eligible for the NRHP. INDOT will forward their final recommendations, along with any Task Group and public comments to FHWA and the Indiana SHPO for an eligibility determination.

2. FHWA, in consultation with the Indiana SHPO, will issue NRHP eligibility determinations for each bridge surveyed by INDOT. Bridges determined not to be NRHP eligible require no further consideration by INDOT and FHWA, unless later determined eligible for the NRHP in response to a nomination, or based on additional information or changed circumstances.
3. INDOT will make available to the public the NRHP eligibility determinations made by FHWA. The list will also include those bridges that FHWA determines not to be eligible for the NRHP.

B. Prioritization:

1. INDOT will develop criteria to identify each historic bridge as either Select or Non-Select in accordance with the process outlined in "Attachment A - Scope of Services for the Development of a Historic Bridge Inventory (Appendix A of Consultant Contract)."
2. INDOT will seek input from the Task Group and the public on the evaluation criteria for classifying historic bridges as Select and Non-Select. The Task Group, County Commissioners, and the public will have thirty (30) days to provide comments to INDOT on the criteria.
3. FHWA, in consultation with the Indiana SHPO, will review the comments from the Task Group and the public, modify the criteria as appropriate, and approve the criteria in cooperation with INDOT.
4. INDOT will apply the Select and Non-Select Bridge criteria to each historic bridge identified in the Bridge Survey. INDOT will seek comments from the Task Group and the public on the draft list of Select and Non-Select Bridges. For each bridge, the rationale for including the bridge on the Select list or Non-Select list will be described. The Task Group, County Commissioners, and the public will have sixty (60) days to provide comments to INDOT on the Select and Non-Select Bridges list.
5. INDOT will provide FHWA and the Indiana SHPO with the list of Select and Non-Select Bridges and the comments received from the Task Group and the public. FHWA, in consultation with the Indiana SHPO, will review the comments received and make appropriate changes to the list, if any. FHWA, in consultation with the Indiana SHPO, will ultimately approve the list of Select and Non-Select Bridges when both parties are satisfied with the classification of each bridge.
6. INDOT will make available to the Task Group and the public the final list of Select and Non-Select Bridges, the final criteria used to evaluate bridges as Select or Non-Select, and the rationale for the classification of each bridge.

C. Re-Evaluation of Historic Bridges

1. In unusual circumstances, a Select Bridge may no longer meet the Select Bridge criteria. Examples of unusual circumstances may include, but are not limited to, the bridge collapsing due to a flood or an overweight vehicle. A bridge owner may request that FHWA and the Indiana SHPO re-evaluate the Select Bridge determination if an unusual circumstance occurs. The following process will be followed to determine if re-classification of the Select Bridge is appropriate:
 - a. The bridge owner must submit the request in writing to INDOT. The bridge owner should describe the unusual circumstance that has occurred and explain why the Select Bridge criteria no longer apply to the bridge.
 - b. If INDOT determines the request has merit, then INDOT will notify FHWA, the Indiana SHPO, the Task Group, and the public of the request to re-classify the Select Bridge. INDOT will accept comments from the Task Group and the public for thirty (30) days.
 - c. INDOT will provide a copy of all comments received to FHWA and the Indiana SHPO. FHWA and the Indiana SHPO will consult to evaluate the request and consider the comments received from the Task Group and the public.
 - d. If FHWA and the Indiana SHPO agree on the classification of the bridge, then FHWA will notify INDOT of the decision within 30 days after receiving the documentation from INDOT. INDOT will notify the bridge owner, the Task Group and all individuals that provided comments on the bridge of the decision. If FHWA and the Indiana SHPO do not agree on the classification of the bridge, then the parties will invoke the Dispute Resolution provision, Stipulation IV.B. If necessary, INDOT will update the Select/Non-Select list by removing the Select Bridge from the list.
2. At least every ten (10) years, FHWA, INDOT, and the Indiana SHPO will consult to determine if conditions have changed that would require updating the list of bridges eligible for the NRHP, the criteria for identifying Select and Non-Select Bridges, and the list of Select and Non-Select Bridges. Any signatory may request that an update be completed more frequently if there have been substantial changes to the population of bridges identified in the Bridge Survey. If FHWA, INDOT and the Indiana SHPO agree that conditions have changed and an update is required, then the survey will be completed as described in Stipulation II of this Agreement. The FHWA, INDOT and the Indiana SHPO will consult to determine if the survey should be expanded to include bridges built after 1965. If FHWA, INDOT and the Indiana SHPO determine the existing survey is still valid, then INDOT will notify the Task Group, County Commissioners, and the public of the decision.

III. PROJECT DEVELOPMENT PROCESS FOR HISTORIC BRIDGES

FHWA will satisfy its Section 106 responsibilities for undertakings involving Select and Non-Select Bridges by completing the following processes. FHWA recognizes that additional historic properties, other than the historic bridge, may exist within the project's Area of Potential Effect (APE). To satisfy FHWA's Section 106 responsibilities for other historic resources that may be in the APE, FHWA will comply with the requirements of 36 CFR Parts 800.3-800.6.

Consulting parties shall be invited to consult pursuant to 36 CFR Part 800.3 and be notified that consultation with respect to the historic bridge will be completed in accordance with the Programmatic Agreement for the Management and Preservation of Indiana's Historic Bridges.

A. Project Development Process for Select Bridges

1. FHWA will work with INDOT, and the bridge owner if the historic bridge does not belong to INDOT, to develop a draft purpose and need statement (P&N) and alternatives analysis. Rehabilitation for vehicular use must be thoroughly evaluated before other alternatives are considered. Rehabilitation alternatives must include a one-way pair alternative that involves rehabilitating the existing bridge and constructing a new parallel bridge. If rehabilitation is not feasible and prudent, then the Select Bridge must be bypassed or relocated for another use. FHWA will not participate in a project that involves demolition of a Select Bridge.
2. If the bypass alternative is not feasible and prudent, relocation of the bridge will be required. INDOT will work with the bridge owner, if the bridge does not belong to INDOT, to identify a new location for the Select Bridge. Preference will be given to locations closest to the original location of the bridge. The NEPA document must include the proposed new location, description of how the new bridge will be utilized, and evaluate the associated impacts, in addition to those resulting from the bridge replacement.
3. Upon completion of the draft P&N and alternatives analysis, INDOT will forward to the consulting parties a copy of the draft P&N and alternatives analysis (including relocation proposal, if applicable) and give the consulting parties at least thirty (30) days to provide comments before the P&N and alternatives analysis are finalized.
4. FHWA will work with INDOT, and the bridge owner if the historic bridge does not belong to INDOT, to revise the P&N and alternatives analysis based on comments received. FHWA will identify a preferred alternative based on the P&N and alternatives analysis. INDOT will provide the revised P&N, alternatives analysis (including updated relocation proposal, if applicable), and preferred alternative to all consulting parties. The submittal to the Indiana SHPO will request concurrence with the FHWA preferred alternative.
5. If the Indiana SHPO objects to the preferred alternative within thirty (30) days of receiving the request for concurrence, FHWA will continue to consult with the

Indiana SHPO, INDOT, the bridge owner if the historic bridge does not belong to INDOT, and the consulting parties. If the Indiana SHPO and FHWA cannot reach agreement with respect to the preferred alternative, then FHWA will comply with the dispute resolution stipulation of this Agreement.

6. If the Indiana SHPO concurs with FHWA's preferred alternative, then the standard treatment approach, described in Attachment B (Standard Treatment Approach for Historic Bridges) will be initiated. The Indiana SHPO, the Council, and FHWA agree that implementation of the standard treatment approach for rehabilitation (rehabilitation is required for the Select Bridge) includes all possible planning to minimize harm to the historic bridge and fulfills all consultation requirements under Section 106.
7. The bridge owner will hold a public hearing prior to completion of NEPA. The bridge owner will notify consulting parties by letter or e-mail (if available) of the public hearing and the availability of the environmental documentation. The environmental document, Section 106 documentation for other resources in the APE, and preliminary Section 4(f) evaluation, if one is required, will be made available prior to and at the public hearing for public review and comment.
8. If the preferred alternative includes transferring ownership of the historic bridge, then INDOT will initiate an agreement between INDOT, the bridge owner if the bridge does not belong to INDOT, the Indiana SHPO, and the proposed new bridge owner. The agreement shall include all applicable commitments required in Attachment B. INDOT will execute the agreement prior to NEPA approval.
9. FHWA and INDOT will work jointly so that all measures to minimize harm to the historic bridge are incorporated into the project as part of the environmental commitments made in documentation required pursuant to NEPA.
10. If there is no agreement ultimately regarding the preferred alternative, FHWA will comply with the dispute resolution stipulation of the Agreement.

B. Project Development Process for Non-Select Bridges

1. FHWA will work with INDOT, and the bridge owner if the bridge does not belong to INDOT, to develop a draft P&N and alternatives analysis. Rehabilitation for vehicular use must be thoroughly evaluated before other alternatives are considered. Rehabilitation alternatives must include a one-way pair alternative that involves rehabilitating the existing bridge and constructing a new parallel bridge.
2. If rehabilitation alternatives are not feasible and prudent, the bridge owner shall market the historic bridge for re-use. Proposals will be accepted for the immediate rehabilitation and reuse or for its storage for future reuse. Proposals will also be accepted for the salvage of elements that may be stored for future repair of similar historic bridges. At a minimum, the following activities will be completed:

- a. The bridge owner shall place a legal notice in a local newspaper and a statewide newspaper at a minimum six (6) months in advance of the public hearing to notify interested parties of the historic bridge availability for re-use. The advertisement should describe, at a minimum, the historic bridge length, width, height, condition, and availability.
 - b. The bridge owner shall place signs at both approaches to the historic bridge at a minimum six (6) months in advance of the public hearing to notify users that the historic bridge will be replaced. The signs will remain in place until completion of NEPA.
 - c. The bridge owner shall provide INDOT and HLF I with the information needed to post the historic bridge on INDOT's historic bridge marketing website and HLF I website, respectively, at a minimum six (6) months prior to the public hearing.
3. If no responsible party steps forward either prior to or during the public hearing to assume ownership of the Non-Select Bridge, then the bypass and relocation alternatives will be deemed not prudent and, therefore, Indiana SHPO, the Council, and FHWA agree that the bridge may be demolished.
4. FHWA will identify a preferred alternative based on the P&N and alternatives analysis. The standard treatment approach, described in Attachment B (Standard Treatment Approach for Historic Bridges) will be initiated. The Indiana SHPO, the Council, and FHWA agree that implementation of the standard treatment approach includes all possible planning to minimize harm to the historic bridge and implementation of the standard treatment approach fulfills all consultation requirements under Section 106.
5. The bridge owner will hold a public hearing for the project, prior to completion of NEPA. The bridge owner will notify consulting parties by letter or e-mail (if available) of the public hearing and the availability of the environmental documentation. The environmental document, Section 106 documentation for other resources in the APE, and preliminary Section 4(f) evaluation, if one is required, will be made available prior to and at the public hearing for public review and comment.
6. If the preferred alternative includes transferring ownership of the historic bridge, then INDOT will execute an agreement between INDOT, the bridge owner if the bridge does not belong to INDOT, the Indiana SHPO, and the proposed new bridge owner. The agreement shall include all applicable commitments required in Attachment B. INDOT will execute the agreement prior to NEPA approval.
7. FHWA will ensure all measures to minimize harm to the historic bridge are incorporated into the project as part of the environmental commitments made in documentation required pursuant to NEPA.

IV. ADMINISTRATIVE STIPULATIONS

- A. Review – The Council and Indiana SHPO may monitor activities carried out pursuant to this Agreement and will review such activities, if so requested. FHWA and INDOT will cooperate with the Council and the Indiana SHPO in carrying out their review responsibilities.
- B. Dispute Resolution – Should any signatory or invited signatory to this Agreement object at any time to any actions proposed or the manner in which the terms of this Agreement are implemented, FHWA shall consult with the objecting party(ies) to resolve the objection. If FHWA determines that such objection(s) cannot be resolved, FHWA will:
1. Forward all documentation relevant to the dispute to the Council in accordance with 36 CFR Section 800.2(b)(2). Upon receipt of adequate documentation, the Council shall review and advise FHWA on the resolution of the objection within thirty (30) days. Any comment provided by the Council, and all comments from the parties to the Agreement, will be taken into account by FHWA in reaching a final decision regarding the dispute.
 2. If the Council does not provide comments regarding the dispute within thirty (30) days after receipt of adequate documentation, FHWA may render a decision regarding the dispute. In reaching the decision, FHWA will take into account all comments regarding the dispute from the parties to the Agreement.
 3. FHWA's responsibilities to carry out all other actions subject to the terms of this Agreement that are not the subject of the dispute remain unchanged. FHWA will notify all parties of its decision in writing before implementing that portion of the undertaking subject to dispute under this stipulation. FHWA's decision will be final.
- C. Annual Reporting – INDOT will maintain the list of bridges evaluated under Stipulation II and include at least the current status of eligibility, priority (Select or Non-Select), current owner, and scope of Federal-aid projects processed under this Agreement. INDOT will prepare an annual report that will include a list of Select and Non-Select Bridges that have been processed during the previous calendar year pursuant to this Agreement and the scope of each project. INDOT will submit this report on or before January 31 of each year to the Task Group.
- D. Amendments and Noncompliance – If any signatory to this Agreement, including any invited signatory, determines that its terms will not or cannot be carried out or that an amendment to its terms must be made, that party shall immediately consult with the other parties, as well as the Task Group, to develop an amendment. The amendment will be effective on the date a copy is signed by all of the original signatories. If the signatories cannot agree to appropriate terms to amend the Agreement, any signatory may terminate the Agreement in accordance with the Termination stipulation. In the event FHWA does not carry out the terms of this Agreement, FHWA will comply with 36 CFR Part 800 with regard to individual undertakings covered by this Agreement.

- E. Termination – The Council, Indiana SHPO, INDOT, or FHWA may propose to terminate this Agreement by providing thirty (30) calendar days notice to the other parties and explaining the reason(s) for the proposed termination. The Council, Indiana SHPO, FHWA, and INDOT will consult during this period to seek agreement on amendments or other actions that would avoid termination. In the event of termination, FHWA will comply with 36 CFR Part 800 with regard to individual undertakings covered by this Agreement.
- F. National Historic Landmarks – National Historic Landmarks shall be treated in accordance with 36 CFR 800.3–800.6, and 800.10 rather than the terms of this agreement.
- G. Anticipatory Demolition – If FHWA or Indiana SHPO determine a bridge owner intentionally demolishes or otherwise diminishes the historic integrity of a Select Bridge under the bridge owner’s jurisdiction with non-Federal-aid funds, then FHWA will comply with 36 CFR Part 800 for any future federal-aid bridge project proposed by that bridge owner. After the next Bridge Survey update is completed in accordance with Stipulation II.C.2, FHWA may process federal-aid projects in accordance with this Agreement for that bridge owner.

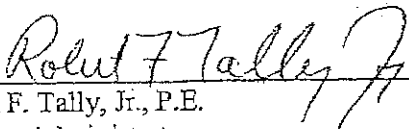
Section 110(k) of the National Historic Preservation Act prohibits FHWA from providing Federal-aid funds for a given project, where the bridge owner, with the intent to avoid the requirements of Section 106, has intentionally adversely affected the historic bridge prior to completion of NEPA (see 36 CFR 800.9(c)).

- H. Transition of existing projects – Until such time as the initial survey and prioritization of historic bridges called for in Stipulation II.B has been carried out, or for those projects that fall outside the scope of this agreement, projects must comply with the requirements of 36 CFR Part 800. Projects that have completed compliance with 36 CFR Part 800 shall not be reevaluated, provided the scope of work of the project and the mitigation measures, if any, are fully implemented as they were identified during the NEPA evaluation.
- I. Duration – This Agreement shall become effective upon execution by FHWA, Indiana SHPO, INDOT, and the Council and shall remain in effect until December 31, 2030.
- J. Option to Renew – No later than December 31, 2029, FHWA will consult with the Indiana SHPO, INDOT and the Council to determine interest in renewing this Agreement. The Agreement may be extended for an additional term upon the written agreement of the signatories.

Execution of this Agreement and implementation of its terms evidences that FHWA has considered the effects of its Federal-aid program on Indiana’s historic bridges and afforded the Council a reasonable opportunity to comment.

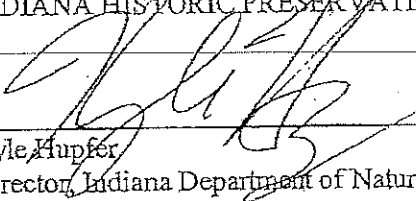
SIGNATORIES

FEDERAL HIGHWAY ADMINISTRATION



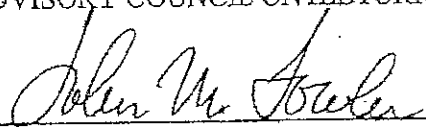
Robert F. Tally, Jr., P.E.
Division Administrator
8/2/06
Date

INDIANA HISTORIC PRESERVATION OFFICER



Kyle Hupfer
Director, Indiana Department of Natural Resources
Indiana State Historic Preservation Officer
7/22/06
Date

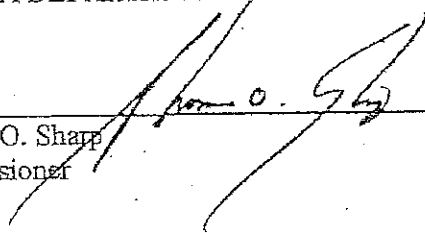
ADVISORY COUNCIL ON HISTORIC PRESERVATION



John M. Fowler
Executive Director
8/4/06
Date

INVITED SIGNATORY

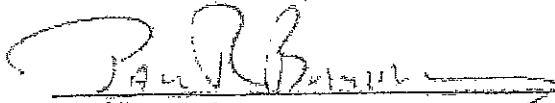
INDIANA DEPARTMENT OF TRANSPORTATION



Thomas O. Sharp
Commissioner
7/21/06
Date

CONCURRING PARTY

HISTORIC SPANS TASK FORCE




Paul Brandenburg
Chair

22-Aug-2006

Date

CONCURRING PARTY

HISTORIC LANDMARKS FOUNDATION OF INDIANA



Marsh Davis
President

October 21, 2006

Date

ATTACHMENT A

**Scope of Services
for the Development of a
Historic Bridge Inventory
(Appendix A of Consultant Contract)**

Appendix "A"

Information and Services to be furnished by the CONSULTANT:

The CONSULTANT will be responsible for the study of publicly owned bridges that exist in the National Bridge Inventory (NBI) and were built through 1965 in the State. The work will be accomplished following all of the relevant Federal Highway Administration regulations and guidance documents, as well as other federal and state requirements and Indiana Department of Transportation (INDOT) Procedural Manual for Preparing Environmental Studies. The work will be assigned and reviewed by the Office of Environmental Services (OES) Administrator. The completed study along with the appropriate number of copies will be transmitted for distribution to the OES.

HISTORIC BRIDGES INVENTORY:

The study will be divided into two phases. Phase I of the study will focus on bridges (approximately 3,443 bridges) constructed through 1942. Phase II of the study will focus on bridges (approximately 3,856 bridges) constructed from 1943 through 1965. The Phase I and Phase II evaluations will be completed concurrently. The Phase I evaluations are more critical given that many of these bridges are eligible for the National Register of Historic Places (National Register) and many of these structures have been lost in recent years.

Part I of the Agreement will extend through Task 4.2 and will include bridges built through 1965. Tasks 8, 9, and 10 will be completed concurrently with Tasks 1 through 4.2, as appropriate. The scope of work for succeeding tasks, beginning with Task 4.3, will be finalized as Part 2 of the Agreement after the number of bridges requiring inventory has been determined.

The CONSULTANT will provide the following scope of services for the development of a historic bridge inventory:

Task 1. Develop Contextual Study of Historic Bridges in Indiana – This task involves developing a historic context report for bridges in Indiana. The report will include a history of settlement and transportation in Indiana with an emphasis on nineteenth-century wagon routes, automobile transportation, and bridge engineering and design. Early road development, significant named highways, the interstate system, and important public works campaigns related to transportation will be addressed. The report will include a context for the historical development of transportation networks and systems at the local, regional, and state levels, as described in secondary literature, historic maps, county historical surveys, and INDOT annual progress reports. The report will also include a history of the evolution of the Indiana State Highway Commission into INDOT.

Task 1.1 Conduct historical research

The CONSULTANT will conduct research into periods of bridge construction and general events and trends in transportation history in the United States and Indiana to prepare a historic context to assist in the evaluation of bridges through 1965.

Sources to be consulted are expected to include:

- a. Secondary literature related to Indiana transportation history
- b. INDOT's annual progress reports, major planning studies for bridges, and bridge design manuals for the period
- c. Histories of construction and design firms actively working on Indiana bridges during this period
- d. Engineering journals of the period covering the subject bridges, such as *Engineering News-Record* and *Public Roads*
- e. Standard plans and construction drawings for the subject bridges, as needed
- f. INDOT's Bridge Inventory Database
- g. Indiana State Historic Preservation Office's (INSHPO) bridge database
- h. Indiana county atlases and highway maps from the period, including the 1876 atlas of Indiana
- i. Historic contexts for bridges of the period completed by other state departments of transportation and the National Cooperative Highway Research Program
- j. Thematic surveys in the collection of INSHPO, including: *Iron Monuments to Distant Prosperity*, *Indiana's Metal Bridges*; *Artistry and Ingenuity in Artificial Stone*, *Indiana's Concrete Bridges*; *Indiana's Covered Bridges*; and *WPA Recreational Projects in the Hoosier State*
- k. Transportation contexts provided in county and municipal surveys in the collection of INSHPO
- l. Nominations and determinations of eligibility for bridges in the collection of INSHPO
- m. Materials previously gathered by Professor James Cooper for statewide bridge studies and publications
- n. Bridge information collected by the Local Technical Assistance Program (LTAP) in 2003

Research for this task will be conducted in Indianapolis; West Lafayette; and Madison, Wisconsin. Repositories to be visited are expected to include:

- a. INDOT
- b. INSHPO
- c. Indiana State Archives, Indianapolis
- d. Indiana State Library, Indianapolis
- e. Indiana Historical Society, Indianapolis
- f. Stewart Center Libraries, Purdue University, West Lafayette
- g. Online sources
- h. University of Wisconsin Engineering Library (for national journals)
- i. Wisconsin Historical Society Library (collection on U.S. history)

No research for this task is expected to be conducted at the local level of Indiana counties or cities.

Task 1.2 Conduct oral history interviews

The CONSULTANT will conduct interviews with up to 10 bridge engineers and transportation historians. The CONSULTANT will select interview subjects based on discussions with INDOT. Selected subjects are expected to include agency and consulting engineers, Purdue University and extension civil engineers, and transportation historians knowledgeable on the period of study. The results of the interviews will be incorporated into the historic context report.

Task 1.3 Prepare historic context outline

The CONSULTANT will prepare an outline for the historic context report for concurrent INDOT and INSHPO review. Within 10 days of receipt, INDOT will approve or provide written comments on the outline. If the draft outline requires extensive revision, INDOT and the CONSULTANT will have a teleconference to discuss comments and a revised draft will be submitted for review. The approved outline will be the basis for the draft historic context report.

Task 1.4 Prepare draft historic context report

Based on the results of research and interview efforts, the CONSULTANT will prepare the historic context report. The purpose of the report is to define relevant historic contexts that will be used in assessing historical significance and establishing periods of significance for bridges built in Indiana through 1965. These historic contexts will inform the stratification methodology (Task 2) and the Evaluation Criteria (Task 3). The primary historic contexts to be developed are expected to include:

- a. Transportation history (specific to bridges) – Provides a narrative history of transportation in Indiana, including federal, inter-state, county, and municipal public works construction campaigns from the late nineteenth century to 1965. Transportation networks include early roads (as indicated on 1876 atlas), named highways, state-aid highways, and interstate highways. The history of the evolution of the Indiana State Highway Commission into INDOT will be included. In addition, attention will be given to the development of various inter-state highway associations with routes in Indiana, including the National Road, Lincoln Highway, and Dixie Highway. Information on county and municipal public works will be limited to that identified through secondary sources identified as Source k in Task 1.1.
- b. Bridge engineering, innovations, and developments – Includes a history of bridge technology, understanding of bridge typology, including structural configurations and building materials, and identifies bridge types utilized in Indiana, as well as innovations in design, materials, and construction methods found in the state.
- c. Significant engineers, designers, and builders – Identifies important private- and public-sector bridge designers and builders of Indiana bridges constructed in or before 1965. The context for notable people and firms will focus on Indiana. For nationally known figures whose careers are well documented, research will be limited to that necessary to understand the potential significance of their work in Indiana.

Other historic contexts are expected to play a lesser role in the evaluation of the eligibility of subject bridges. Relevant information for these contexts in relationship to bridges of the subject period may be limited. These secondary contexts are expected to include:

- a. Economic development (specific to bridges as components of road networks) – Includes bridges whose construction stimulated economic development of a region or city, if any.
- b. Community planning and development – Includes bridges designed and constructed as part of a comprehensive plan for a community, if any.
- c. Social history – Includes bridges directly associated with significant social programs, if any.
- d. Politics/government – Includes bridges associated with the enactment and administration of state laws, if applicable.
- e. Aesthetics – Considers how bridges reflect design principles of the period.

The CONSULTANT will submit a draft version of the report to INDOT for review. INDOT will complete a quality review of the draft report within 5 days of receipt. If the draft appears satisfactory, it will be submitted for concurrent review by INDOT, INSHPO, and the Federal Highway Administration, Indiana Division (FHWA Indiana). If INDOT provides written comments, the CONSULTANT will revise the report to address and incorporate INDOT's comments and submit a revised draft. INDOT, INSHPO, and the FHWA Indiana will review the CONSULTANT's revised draft within 30 days of receipt. Based on that review, INDOT will compile INDOT, INSHPO, and FHWA Indiana comments and provide the CONSULTANT with one set of comments.

Task 1.5 Complete preliminary analysis of NBI

The CONSULTANT will obtain NBI databases for state and county bridges from INDOT. The CONSULTANT will consolidate the databases and conduct a preliminary analysis of relevant data. As addenda to the draft historic context report, the CONSULTANT will prepare a list of bridge types represented in Indiana during the subject period and a list of historic contexts that may be associated with the subject bridges. For each type, the CONSULTANT will present years in use, heyday of use, typical span length, and longest span, based on preliminary analysis of the NBI.

Task 1.6 Prepare final historic context report

Based on written comments and the review meeting (see Task 10.2), the CONSULTANT will prepare the report in final form to address and incorporate all comments provided by INDOT. The CONSULTANT will submit the final report to INDOT for review and approval. The final historic context report will be available to the public for review on the INDOT project website (see Task 9.2). INDOT will advise the CONSULTANT regarding which public comments will be addressed in the final historic context. A maximum of 40 hours are budgeted for addressing public comments. The CONSULTANT will work with INDOT to address the comments and not delay subsequent tasks. If this is not feasible, the CONSULTANT will work with INDOT to revise the schedule.

Project Deliverable: Historic context report for historic bridges in Indiana. Final report will be provided in hard copy (5 copies) and on CD in PDF format (10 copies).

Task 2. Develop Methodology for Bridge Inventory – Because it is not feasible or practical to field survey all of the bridges built through 1965, the CONSULTANT will develop a method for separating the bridge population into subgroups based upon type/level of data needed for their evaluation.

Task 2.1 Develop methodology for stratifying bridge population

After consulting with INDOT and other entities (see Task 10.3), the CONSULTANT will develop a methodology to separate INDOT's pre-1966 bridge population into bridge subgroups. Bridges that have previously been determined eligible or listed in the State and/or National Register will not require further data and will be eliminated from further study. Extant eligible and listed bridges will be reintroduced in Task 7 (to be scoped in the future). Bridges with superstructures replaced after 1965 and any non-bridge structures in the NBI will also be eliminated from further study. Remaining bridges will be separated into subgroups based on type/level of data needed for their evaluation.

Task 2.2 Test assumptions of methodology

The CONSULTANT will test assumptions regarding the proposed methodology for stratifying the bridge population by reviewing photographs, maintenance, and inspection files, and construction drawings for up to 100 bridges. These materials will be reviewed to confirm assumptions concerning data needed for evaluation of bridge subgroups.

Task 2.3 Prepare draft bridge stratification report with list of subgroups and data needs

The CONSULTANT will identify and present rationale for what type of data will be needed for the evaluation of each subgroup. The CONSULTANT will develop procedures for how the data will be collected and documented for each subgroup.

The CONSULTANT will prepare and submit a bridge stratification report that includes a list of bridge subgroups, data needs for evaluating subgroups, and written procedures for collecting and synthesizing data for each subgroup to INDOT for review. As an appendix, the CONSULTANT will prepare a preliminary list of bridges in each subgroup. INDOT will complete a quality review of the draft bridge stratification report within 5 days of receipt. If the draft appears satisfactory, it will be submitted for concurrent review by INDOT, INSHPO, and FHWA Indiana. If INDOT provides written comments, the CONSULTANT will revise the bridge stratification report to address and incorporate INDOT's comments. INDOT, INSHPO, and FHWA Indiana will review the CONSULTANT's revised draft within 30 days of receipt.

Based on that review, INDOT will compile INDOT, INSHPO, and FHWA Indiana comments and provide the CONSULTANT with one set of comments.

Task 2.4 Develop final bridge stratification report

The CONSULTANT will prepare the bridge stratification report in final form to address and incorporate all comments provided by INDOT. The CONSULTANT will revise the list of

bridges in each subgroup to address and incorporate comments. The CONSULTANT will submit the final report to INDOT for review and approval.

Project Deliverables: Final lists and procedures will be provided in hard copy (5 copies) and on CD in PDF format (10 copies).

Task 3. Develop Evaluation Criteria for National Register Eligibility – The evaluation criteria will be based on the Historic Context and National Register Criteria for Evaluation. The criteria and considerations will follow the guidelines of *National Register Bulletin 15: How to Apply the National Register Criteria for Evaluation* and *National Register Bulletin 16A: How to Complete the National Register Registration Form*. INSHPO's *Guidelines for Assessing the Cultural Significance of Indiana's Extant Metal Truss Bridges (1872-1942)* will also be consulted.

Task 3.1 Prepare evaluation criteria

Based on the results of the historic context report and the meeting (see Task 10.4), the CONSULTANT will develop bridge evaluation criteria and implementation procedures for determining which bridges are National Register eligible. These criteria will focus on significance at the state level but will also identify significant local trends and developments found during research. If Indiana played a national role in any innovations affecting the subject structures, possible national levels of significance will also be identified.

Criterion A will be developed to recognize structures that have an important association with significant events, trends or patterns in transportation history. Some structures that are primarily significant for their transportation function may also be associated with secondary themes. Significant secondary themes will be identified as appropriate to clarify the possible significance of structures. Secondary themes may include:

- Community planning and development
- Industry and commerce
- Social history
- Politics/government

Criterion C will be developed to identify structures that are significant representations of:

- Features common to its type, period, or method of construction
- Technological advances
- A variation, evolution, or transition that reflects an important phase in bridge construction
- High artistic value
- The work of a master

It is not anticipated that structures will be evaluated for eligibility under Criteria B or D. The Criteria for Evaluation will explain in detail why Criteria B and D are not expected to apply.

Task 3.2 Develop integrity considerations

Based on the results of the historic context report and the meeting (see Task 10.4), the CONSULTANT will develop integrity considerations that may apply to the subject structures. Integrity considerations, especially when inconsistent with the original design, may include:

- Widening the superstructure
- Replacing the superstructure after 1965
- Changing or removing a railing or parapet that is integral to the superstructure
- Replacing or adding main structural member

The CONSULTANT will review the work history field in the NBI database to determine types of alterations that will inform development of integrity considerations. These considerations will be incorporated into the draft and final evaluation criteria report.

Task 3.3 Prepare Draft evaluation criteria and implementation procedures

The CONSULTANT will submit a Draft Evaluation Criteria and Implementation Procedures report to INDOT for review. INDOT will complete a quality review of the draft report within 5 days of receipt. If the draft appears satisfactory, it will be submitted for concurrent review by INDOT, INSHPO, and FHWA Indiana. If INDOT provides written comments, the CONSULTANT will revise the evaluation criteria and implementation procedures to address and incorporate INDOT's comments. INDOT, INSHPO, and FHWA Indiana will review the CONSULTANT's revised draft within 30 days of receipt. Based on that review, INDOT will compile INDOT, INSHPO, and FHWA Indiana comments and provide the CONSULTANT with one set of comments.

Task 3.4 Final evaluation criteria and implementation procedures

Based upon that review, INDOT will compile INDOT, INSHPO, and FHWA Indiana comments and provide the CONSULTANT with any additional written comments, and the CONSULTANT will incorporate the comments. The CONSULTANT will submit the final report to INDOT for review and approval.

Project Deliverables: Bridge evaluation criteria and implementation procedures. Final criteria and procedures will be provided in hard copy (5 copies) and on CD in PDF format (10 copies).

Task 4. Conduct Bridge Inventory

Task 4.1 Develop a historic bridge inventory database template

The CONSULTANT will work with INDOT System's Technology staff to develop a historic bridge inventory database template for all bridges built prior to and in the year 1965. The Database will be developed in Access and will include relevant NBI data elements (approximately 60 item numbers are expected to be included) and additional relevant fields not included in the NBI. The database will be separate from NBI, but compatible with NBI. Additional relevant fields not in NBI are expected to include:

- Historic bridge name (if known)
- Bridge number (County Bridge # or State Bridge #)

- Bridge located in park or on private property
- Bridge type details (especially for trusses not distinguished in NBI)
- Unique bridge number
- Unique design features
- Structural features
- Integrity problems
- Bridge designer and builder (if known)
- Aesthetic treatments
- Historical association
- Indiana Historic Sites and Structures (IHSS) inventory numbers
- National Register eligibility determinations
- "Select/Non-Select" status (this field will be filled after Task 7 is completed)
- Data to back up the "Select/Non-Select" decision (to be determined during Task 6)
- NBI Item 37 for historic significance (with corrected data)

Identification of selected NBI data elements and new data elements not presently in the NBI will be coordinated with INDOT, FHWA Indiana, and INSHPO. The CONSULTANT will submit the draft database template to INDOT. INDOT, INSHPO, and FHWA Indiana will review the draft database template with proposed fields based on NBI elements and other relevant information before any data is collected. Based upon that review, INDOT will provide the CONSULTANT with written comments. The CONSULTANT will incorporate the comments and INDOT will review and approve the final database template.

Project Deliverable: Historic bridge inventory database template recorded electronically in Access with Excel spreadsheet export capability, provided on CD (10 copies)

Task 4.2 Populate database

The CONSULTANT will populate the database with NBI data and LTAP data for approximately 7,300 bridges. This task includes quality review of data to identify and address errors, omissions, and inconsistencies.

Task 4.3 Incorporate non-NBI bridges into the database

The CONSULTANT, in consultation with INDOT, will incorporate up to 50 non-NBI bridges identified by the public and interest groups during Tasks 8.4 and 9.1 into the database. Not all NBI database fields will be available.

Task 4.4 Determine project approach for Part 2

The CONSULTANT, in consultation with INDOT (see Task 10.5), will determine the proposed approach for succeeding tasks. INDOT will receive a memo of understanding outlining the proposed approach for review and comment.

Subsequent items under this task will be completed under a separate work scope.

Task 4.5 Collect bridge inventory data for all subgroups – Reserved (a detailed scope and cost proposal will be developed at a later date).

Task 5. Analyze Inventory Data to Make Eligibility Determinations – Reserved (a detailed scope and cost proposal will be developed at a later date).

Task 6. Develop Criteria for Identification of "Select" and "Non-Select" Bridges – Reserved (a detailed scope and cost proposal will be developed at a later date).

Task 7. Analyze Inventory Data to Make "Select" and "Non-Select" Determinations – Reserved (a detailed scope and cost proposal will be developed at a later date).

Task 8. Public Involvement – This task will be undertaken concurrently with Tasks 1 through 4.1, as appropriate. Three public presentations will be made to share information regarding the bridge inventory project, including the proposed methodology and evaluation criteria.

Task 8.1 Prepare presentation materials

~~The CONSULTANT will prepare a PowerPoint presentation and handouts. The CONSULTANT will submit presentation materials and handouts to INDOT for review prior to the meeting. The CONSULTANT will incorporate INDOT comments into the final version of the presentation materials and handouts prior to distribution. The final version will be used for the three presentations.~~

Task 8.2 County Bridge Conference presentation

If invited, the CONSULTANT will make a presentation at the County Bridge Conference, sponsored by the LTAP and Purdue University, to be held in January 2007 in West Lafayette. The CONSULTANT will work with INDOT to obtain an invitation.

Task 8.3 Road School presentation

If invited, the CONSULTANT will make a presentation at Purdue Road School, to be held in spring 2007 in West Lafayette. The CONSULTANT will work with INDOT to obtain an invitation.

Task 8.4 Public presentation

The CONSULTANT will make three presentations at locations selected in consultation with INDOT. The locations will include Indianapolis, the northern part of the state, and the southern part of the state. The CONSULTANT, in consultation with INDOT and INSHPO, will identify and invite groups, including County Historians, Historic Landmarks Foundation of Indiana and its affiliates, and the Historic Spans Task Force, and individuals with an interest in historic bridges to the meeting. The presentation will be open to the public and advertised through a public notice in the newspaper. The CONSULTANT will solicit information from attendees on bridges not included in the NBI. Such bridges may include bypassed bridges and bridges in parks.

Task 9. Supply Information for Creation of a Project Website – This task will be undertaken concurrently with Tasks 1 through 4.1, as appropriate. As part of the public involvement campaign, the CONSULTANT will assist INDOT's Systems Technology staff, as directed, with

content and format recommendations and provide copy content drafts for INDOT approval. Development, maintenance, and technical management of the project website will be the responsibility of INDOT.

Task 9.1 Project information available on project website

On a quarterly basis, the CONSULTANT will provide information on project methodology, milestones, and public meetings to INDOT's Systems Technology staff for posting on the project website. The website will also include a form for the public to identify non-NBI bridges. This form can be printed, completed, and returned. INDOT will review all web information prepared by the CONSULTANT prior to posting and provide written comments. The CONSULTANT will incorporate INDOT comments prior to submittal to INDOT's Systems Technology staff for posting.

Task 9.2 Final historic context report available on project website

The CONSULTANT will provide the final historic context report to INDOT's Systems Technology staff in PDF format for posting on the project website.

Project Deliverables: Electronic files containing project information and report in PDF format for public outreach.

Task 10. Meetings and Project Milestones – This task will be undertaken concurrently with Tasks 1 through 4.1, as appropriate. The CONSULTANT will meet with INDOT, and any other entities (such as FHWA Indiana) as decided by INDOT, to review the scope of services, schedule, and deliverables for the project. The CONSULTANT will develop a refined schedule with meetings and project milestones outlined. Meetings may be waived by INDOT or reallocated to occur in conjunction with a different task. Additional meetings would be considered extra services. The CONSULTANT will provide INDOT with weekly progress reports via e-mail.

Task 10.1 Kick-off meeting

The CONSULTANT will meet with INDOT and other invited entities to gather historical research materials, review the project schedule, discuss the public involvement campaign, and establish the communication protocol between project participants. INDOT's Systems Technology staff will be present to discuss content and format recommendations for the project website. Minutes will be prepared and distributed to participants.

Task 10.2 Draft historic context report meeting

The CONSULTANT will meet with INDOT and other invited entities to review and discuss written comments, as provided by INDOT, on the CONSULTANT's revised draft historic context report. Minutes will be prepared and distributed to participants.

Task 10.3 Methodology meeting

The CONSULTANT will consult with INDOT and other invited entities at a meeting to discuss a methodology to separate INDOT's pre-1966 bridge population into bridge subgroups. Minutes

that document the decisions on the stratification methodology will be prepared and distributed to participants.

Task 10.4 Evaluation criteria meeting

The CONSULTANT will meet with INDOT, and other entities as decided by INDOT, to discuss how the historic context report will influence the development of criteria for evaluation and integrity considerations. Minutes will be prepared and distributed to participants.

Task 10.5 Project approach meeting

The CONSULTANT will meet with INDOT, and other entities as decided by INDOT, to discuss the proposed approach for succeeding tasks. Minutes will be prepared and distributed to participants.

Task 11. Development of the Programmatic Agreement – Reserved (a detailed scope and cost proposal will be developed at a later date).

ATTACHMENT B

Standard Treatment Approach for Historic Bridges

REHABILITATION

The following standard treatment approach applies to all Select Bridges and when the selected alternative includes preservation of a Non-Select Bridge¹:

1. The bridge owner will develop plans to rehabilitate the bridge in accordance with the Secretary of the Interior's Standards for Rehabilitation, or as close to the Standards as is practicable.
2. The bridge owner will provide rehabilitation plans to the Indiana SHPO when the design is approximately 30% complete, 60% complete, and when final design plans are complete. If the project involves a bypass of the historic bridge, then the plan submittals will include a site plan and design of the new bridge and the historic bridge. The purpose of these reviews is to evaluate the design and proximity of the new bridge in relationship to the historic bridge (if historic bridge is bypassed), ensure compliance with the Secretary of Interior's Standards for Rehabilitation, and to incorporate context sensitive design features, where practicable.
3. The Indiana SHPO will have thirty (30) days to review and provide comments to the bridge owner and notify them of any photo documentation requirements. If comments are not received within thirty (30) days, the bridge owner may assume agreement from the Indiana SHPO on the plans submitted.
4. The bridge owner will provide a written response to Indiana SHPO comments before the design is advanced to the next phase. The Indiana SHPO comments must be addressed.
5. The bridge owner will ensure that the historic bridge will be maintained for a minimum period of 25 years.
6. If the bridge is currently listed on the NRHP, then INDOT will seek approval of the Department of Interior to keep it on the Register.
7. The bridge owner will complete any photo documentation in accordance with the specifications provided by the Indiana SHPO.

¹ Applicable whether rehabilitated at existing location or relocated, whether rehabilitated for vehicular or non-vehicular use.

8. The bridge owner will ensure that the above requirements are implemented before INDOT requests construction authorization from FHWA.
9. If there is any disagreement between the Indiana SHPO and the bridge owner in carrying out this standard approach, then FHWA will consult with the Indiana SHPO and the bridge owner to resolve the disagreement. If the disagreement cannot be resolved by FHWA, then FHWA will comply with the dispute resolution stipulation of the Agreement.

DEMOLITION

The following standard treatment approach applies to Non-Select Bridges when the selected alternative includes demolition of the Non-Select Bridge:

1. The bridge owner will consult with the Indiana SHPO to determine if photo-documentation of the bridge is needed. If needed, the Indiana SHPO will specify the photo documentation standards and distribution requirements. If the Indiana SHPO does not respond within thirty (30) days, the bridge owner may assume the Indiana SHPO does not require any photo documentation.
2. The bridge owner will complete any required photo documentation in accordance with the specifications provided by the Indiana SHPO.
3. The bridge owner will ensure that the above requirements are implemented before INDOT requests construction authorization from FHWA.
4. If there is any disagreement between the Indiana SHPO and the bridge owner in carrying out this standard approach, then FHWA will consult with the Indiana SHPO and the bridge owner to resolve the disagreement. If the disagreement cannot be resolved by FHWA, then the dispute resolution process identified in the Agreement will be followed.
5. Salvage of elements that may be stored and used for future repair of similar historic bridges, if a party was identified during the bridge marketing phase of project development (see Stipulation III.B.2).

**FEDERAL HIGHWAY ADMINISTRATION'S
SECTION 4(f) COMPLIANCE REQUIREMENTS (for historic properties) AND
SECTION 106 FINDINGS AND DETERMINATIONS**

**AREA OF POTENTIAL EFFECTS
ELIGIBILITY DETERMINATIONS**

EFFECT FINDING

**Rehabilitation of the Bridge carrying SR 5 over the Eel River
South Whitley, Cleveland Townships, Whitley County, Indiana**

DES. No.: 1006177

FEDERAL PROJECT No.:

AREA OF POTENTIAL EFFECTS (APE)

(Pursuant to 36 CFR Section 800.4(a)(1))

The Area of Potential Effects (APE) for this project has been determined to include the properties directly adjacent Bridge #005-92-1584A (NBI #1540) and those within viewshed. Based on the minor nature of work, physical impacts will be limited to the bridge itself and its roadway approaches. Since the project will rehabilitate, in-kind, the existing bridge structure, no visual change in the profile, or elevations should be apparent. The project will not introduce increased traffic or permanently alter existing traffic patterns along the corridor. Visual effects will be limited to those properties directly adjacent and within immediate sight of the bridge (*see proposed APE in Appendix B*).

ELIGIBILITY DETERMINATIONS

(Pursuant to 36 CFR 800.4(c)(2))

Bridge #005-92-1584A (NBI #1540) (IHSSI #183-601-41105): The bridge is an excellent representative of a distinctive phase in bridge construction or engineering using standard ISHC designs, which still retains the historic integrity necessary to convey its engineering significance. It is, therefore, recommended eligible for the National Register of Historic Places under Criterion C – Engineering.

“South Whitley Historic District” (IHSSI #183-601-41001 to IHSSI #183-601-41171): The “South Whitley Historic District” (IHSSI #183-601-41001 to IHSSI #183-601-41171) not only includes the original plat of the town, but also some later additions that illustrate the steady growth and development of the town from the time the railroads were first constructed through World War II. The buildings within the district include a variety of architectural styles popular in the late 19th and early 20th centuries. It is recommended eligible for the National Register of Historic Places for its historical and architectural significance under Criterion A – Community Development & Commerce & Criterion C – Architecture.

EFFECT FINDING

(Pursuant to 36 CFR 800.4(d)(1))

Bridge #005-92-1584A (NBI #1540) (IHSSI #183-601-41105): Per the terms of the “Programmatic Agreement Regarding Management and Preservation of Indiana’s Historic Bridges” (Historic Bridges PA), the Federal Highway Administration—Indiana Division (FHWA) will satisfy its Section 106 responsibilities involving “Select” and “Non-Select” bridges through the Project Development Process (PDP) of the Historic Bridges PA (Stipulation III). Bridge #005-92-1584A (NBI #1540) (IHSSI #183-601-41105) has been classified as a “Select” bridge by the INDOT Historic Bridge Inventory and, thus, the procedures outlined in Stipulation III.A. of the Historic Bridges PA will be followed to fulfill FHWA’s Section 106 responsibilities for the bridge. Additionally, because rehabilitation of the bridge is the preferred alternative, the standard treatment approach, described in Attachment B of the Historic Bridges PA (Standard Treatment Approach for Historic Bridges) will be followed.

Therefore, the finding for this project only applies to other resources located within the APE and not Bridge #005-92-1584A (NBI #1540) (IHSSI #183-601-41105). This document will satisfy the Section 106 responsibilities for other resources located within the APE.

"South Whitley Historic District" (IHSSI #183-601-41001 to IHSSI #183-601-41171): INDOT, acting on FHWA's behalf has determined that this undertaking will have "No Adverse Effect" on the NRHP eligible "South Whitley Historic District" (IHSSI #183-601-41001 to IHSSI #183-601-41171), because the project will not alter any of the characteristics that qualify this resource as being eligible for inclusion in the NRHP.

The INDOT, on behalf of FHWA has determined a "No Adverse Effect" finding is appropriate for this undertaking

INDOT respectfully requests the Indiana State Historic Preservation Officer (IN SHPO) provide written concurrence with the Section 106 determination of effect.

SECTION 4(f) COMPLIANCE REQUIREMENTS (for historic properties)

"South Whitley Historic District" (IHSSI #183-601-41001 to IHSSI #183-601-41171): This undertaking will not convert property from the NRHP eligible "South Whitley Historic", a Section 4(f) historic property, to a transportation use. INDOT, acting on FHWA's behalf, has determined the appropriate Section 106 finding is "No Adverse Effect"; therefore no Section 4(f) evaluation is required for this historic resource.

Consulting parties will be provided a copy of the findings and determinations in accordance with INDOT and FHWA's Section 106 procedures. Comments will be accepted for 30 days upon receipt of the findings.



for the FHWA - Patrick Carpenter, Manager
INDOT, Cultural Resources Office, Environmental Services

10 - 24 - 2014

Approved Date
INDOT Cultural Resources Office

DNR Indiana Department of Natural Resources

Michael R. Pence, Governor
Cameron F. Clark, Director

Division of Historic Preservation & Archaeology • 402 W. Washington Street, W274 • Indianapolis, IN 46204-2739
Phone 317-232-1646 • Fax 317-232-0693 • dhpa@dnr.IN.gov



November 25, 2014

Patrick Carpenter
Manager, Cultural Resources Section
Environmental Services
Indiana Department of Transportation
100 North Senate Avenue, N642
Indianapolis, Indiana 46204

Federal Agency: Federal Highway Administration (“FHWA”)

State Agency: Indiana Department of Transportation (“INDOT”)

Re: Archaeological short report (Laswell, 8/22/2014), historic property report (Kumar, 10/20/2014), alternatives analysis (INDOT, 8/22/2014), 30% design plans, and INDOT’s documented finding, on behalf of FHWA, of No Adverse Effect for the rehabilitation of the bridge carrying SR 5 over the Eel River (Des. No. 1006177; DHPA No. 16874)

Dear Mr. Carpenter:

Pursuant to Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. § 470f), and 36 C.F.R. Part 800, as implemented by the “Programmatic Agreement . . . Regarding the Implementation of the Federal Aid Highway Program In the State of Indiana” (“Minor Projects PA”) and the “Programmatic Agreement . . . Regarding Management and Preservation of Indiana’s Historic Bridges” (“Historic Bridges PA”), and pursuant to Indiana Code 14-21-1-18, and 312 Indiana Administrative Code (“IAC”) 20-4, the staff of the Indiana State Historic Preservation Officer (“Indiana SHPO”) has reviewed the materials submitted with your cover letter dated October 24, 2014, and received on October 27, for the aforementioned project in the Town of South Whitley County, Indiana.

Based on the documentation available to the staff of the Indiana SHPO, we have not identified any archaeological resources that are listed in or eligible for inclusion in the National Register of Historic Places within the probable area of potential effects. No additional archaeological study will be required.

If any archaeological artifacts or human remains are uncovered during demolition, earthmoving, or construction activities, state law (Indiana Code 14-21-1-27 and -29) requires that the discovery be reported to the Department of Natural Resources within two (2) business days. In that event, please call (317) 232-1646. Be advised that adherence to Indiana Code 14-21-1-27 and -29 does not obviate the need to adhere to applicable federal statutes and regulations.

The area of potential effects (“APE”) that is proposed in the historic property report (“HPR”) appears to be of adequate size to encompass areas where direct and indirect effects could occur, assuming that there would not be any effects on other areas as a result of the anticipated detour during the four-month-long rehabilitation project.

We agree with the HPR that the surveyed South Whitley Historic District appears to be eligible for inclusion in the National Register under criteria A and C. As proposed, the South Whitley Historic District would include the SR 5 bridge, and it is implied in the HPR and stated in the documentation that the bridge contributes to the significance of the district. We are inclined to agree with that evaluation, as well.

As the HPR correctly states, the SR 5 bridge over the Eel River (Bridge No. 005-92-1584B) is identified in the Indiana Historic Bridge Inventory as a Select bridge. The Historic Bridges PA prescribes the process by which this review of the proposed rehabilitation of a Select Bridge is to be conducted. The classification of this bridge as a Select bridge is underlain by a previous determination that it retained sufficient integrity to be eligible for the National Register under Criterion C. The HPR's citation of Dr. James L. Cooper's 1997 book, *Artistry and Ingenuity in Artificial Stone: Indiana's Concrete Bridges, 1900-1942*, for the proposition that this bridge "had been sensitively rehabilitated in an 'aesthetically thoughtful' manner" tends to suggest that much of its integrity of materials and design has been retained. On the other hand, the 36 C.F.R. § 800.4(d)(1) documentation supporting the No Adverse Effect finding characterizes the work that was performed in 1990 on the 1935 bridge as "reconstruction." We are inclined to think that the 1990 work (described in the finding documentation as "installing new pavement and bridge railing and patching the gutter, curb, and sidewalk") should more accurately be called "rehabilitation," even though our reading of the excerpts of plan sheets from the 1990 work that were included in the August 22, 2014, the alternatives analysis for the project under review here suggests that the 1990 replacement of materials went somewhat farther, having included the replacement of the reinforced concrete pavement—or what appears to be the deck—and of at least one of the sidewalk brackets. We recommend that caution be exercised in using terms such as "rehabilitation" and "reconstruction," because, in the historic preservation context, the former implies that most of the significant components of the original bridge will be preserved, whereas the latter implies that the bridge will be largely or entirely rebuilt with new materials, while replicating its appearance (see the definitions of those terms at www.nps.gov/tps/standards.htm).

We agree with the HPR that the South Whitley Historic District and the SR 5 bridge over the Eel River are the only historic properties within the APE.

As the finding and the documentation correctly indicate, the effects on the historic SR 5 bridge have been taken into account in the Historic Bridges PA. The finding of effect, consequently, pertains exclusively to the only other historic property identified within the APE of this project, the South Whitley Historic District. As we noted above, however, the bridge is considered to contribute to the significance of the district. The Historic Bridges PA requires us at this time to comment only on the alternatives analysis and the 30% design plans for the bridge, aside from commenting on the effect finding for the district. This leaves us in a somewhat awkward situation, because the way in which this bridge, a contributing resource, is rehabilitated conceivably could affect the district, but we will not see the 60% and final plans for the bridge for some time yet. For this reason, and because numerous other issues must be analyzed and covered in our response to this submission of the formal effect finding, we think it might be best in the future not to include a formal finding in the initial submission on a project involving a Select or Non-Select bridges.

Here, however, we think that this rehabilitation might be conducted without adversely affecting the South Whitley Historic District, so we are concurring with INDOT's October 24, 2014, No Adverse Effect determination, on behalf of FHWA, for that particular property.

Accordingly, because the South Whitley Historic District is the only historic property within the APE to which the finding applies, we also concur with INDOT's October 24, 2014, finding, on behalf of FHWA, of No Adverse Effect for this Federal undertaking as a whole. Even though the Historic Bridges PA has dealt programmatically with effects on all Select bridges such as the SR 5 bridge, it is our understanding that the Minor Projects PA's delegation of authority to INDOT to make No Adverse Effect findings is still applicable. Consequently, we are operating on the assumption that both PAs can operate simultaneously on a particular undertaking.

We agree with the conclusion of the alternatives analysis that rehabilitation of the bridge is the feasible and prudent alternative.

We do have a few questions about the 30% design plans. If the answers to these questions would not be obvious when you submit the 60% plans for review, please provide a separate explanation at that time.

The 30% plans call for the existing sidewalk brackets to be replaced. Moreover, the finding documentation and alternatives analysis say that "the brackets will be replaced" and "will be nonstructural and materials other than reinforced concrete may be an option." Are the existing brackets structural, in the sense either that they support the cantilevered sidewalks or that they are the ends of beams that protrude from the spandrel walls? If there are beams in the bridge (we cannot identify them in the 1990 plans), will they remain after the rehabilitation? What kinds of materials, other than reinforced concrete, might be used in the replacement brackets?

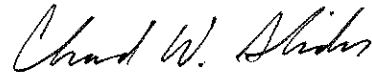
According to the finding documentation and the alternatives analysis, the tops of the spandrel walls will be replaced, and the 30% plans call for the spandrel walls to be removed to the tops of the arch ring at their center. Are the spandrel walls that are to be partly replaced original to this 1935 bridge?

A "tinted surface seal" is to be applied to the sidewalks, railings, brackets, and spandrel walls, according to the 30% plans. Is it necessary to do so? If this is the kind of tinted concrete coating that we have seen on bridges around the state, then we are concerned that after even a few years of weathering, the coating could peel or fade and degrade to a mottled appearance.

Although we have concurred with the No Adverse Effect finding for Section 106 purposes, it would be premature to issue a director's letter of clearance for the purposes of 312 IAC 20-4-11 and -11.5. The reason is that, as we explained above, the No Adverse Effect finding applies to the South Whitley Historic District. It is not considered to pertain to the bridge as an individual historic structure. Under state historic preservation law, there is nothing comparable to the Historic Bridges PA, which applies only to Federal undertakings. Accordingly, we will wait until we have reviewed final design plans for the bridge before we decide whether or not a director's letter of clearance should be issued for the rehabilitation of the bridge, which will, in part, use state funds.

If you have questions about archaeological issues, please contact Mitchell K. Zoll at (317) 232-3492 or mzoll@dnr.IN.gov. Questions about historic structures should be directed to John Carr at (317) 233-1949 or jcarr@dnr.IN.gov. In all correspondence about the rehabilitation of the bridge carrying SR 5 over the Eel River in Whitley County, please refer to DHPA No. 16874.

Very truly yours,



Mitchell K. Zoll
Deputy State Historic Preservation Officer
Director, Division of Historic Preservation & Archaeology

MKZ:JLC:jlc

emc: Joyce Newland, Federal Highway Administration, Indiana Division
Patrick Carpenter, Indiana Department of Transportation
Mary Kennedy, Indiana Department of Transportation
Anuradha Kumar, Indiana Department of Transportation
Shaun Miller, Indiana Department of Transportation
Jeffrey Laswell, Indiana Department of Transportation
Shirley Clark, Indiana Department of Transportation
Dave Wilkinson, Town Manager, Town of South Whitley
Board of Commissioners of Whitley County
Jeanette Brown, Whitley County Historian
Dennis Warnick, Whitley County Historical Society
People Preserving History
Loren Kravig, Region III-A Economic Development and Regional Planning Commission
Indiana Landmarks, Northern Regional Office
ARCH, Inc.
Paul Brandenburg, Indiana Historic Spans Task Force
Dr. James L. Cooper, Professor Emeritus of History, DePauw University
Joshua D. Palmer, Indiana Historic Preservation Review Board
Daniel Kloc, Indiana Historic Preservation Review Board
Jim Corridan, Indiana Historic Preservation Review Board
Richard A. Butler, Indiana Historic Preservation Review Board
Kevin Orme, Indiana Historic Preservation Review Board
Beth McCord, Indiana Historic Preservation Review Board
Cameron Clark, Director, Indiana Department of Natural Resources and Indiana State Historic Preservation Officer
Christopher Smith, Deputy Director, Indiana Department of Natural Resources
Mitchell Zoll, Indiana Department of Natural Resources
John Carr, Indiana Department of Natural Resources

**FEDERAL HIGHWAY ADMINISTRATION'S
SECTION 106 FINDINGS AND DETERMINATIONS
AREA OF POTENTIAL EFFECT
ELIGIBILITY DETERMINATIONS
EFFECT FINDING
SR 42 over Eel River
Cass Township, Clay County, Indiana
Des. No. 0800870**

AREA OF POTENTIAL EFFECT
(Pursuant to 36 CFR Section 800.4(a)(1))

The Area of Potential Effects (APE) for this project has been determined to include the properties directly adjacent Bridge No. 042-11-03101A and those within viewshed. Maps of the APE are located in Appendix B. Based on the minor nature of work, physical impacts will be limited to the bridge itself and its roadway approaches. Since the project will rehabilitate, in-kind, the existing bridge structure, no visual change in the profile, or elevations should be apparent. The project will not introduce increased traffic or permanently alter existing traffic patterns along the corridor. Visual effects will be limited to those properties directly adjacent and within immediate sight of the bridge.

ELIGIBILITY DETERMINATIONS
(Pursuant to 36 CFR 800.4(c)(2))

The APE contains one property listed in the National Register of Historic Places (National Register): the SR 42 Bridge over the Eel River, Bridge No. 042-11-03101A (NBI No. 15790). It is an example of the ISHC's "third-generation" steel Parker through trusses, which were once prevalent on Indiana's state highways. It was listed in the National Register in 2000 under Criterion A for its association with events that contributed to the settlement and economic development of Clay County, Indiana. The bridge continues to retain those characteristics that made it eligible for listing in the National Register.

No other resources located within the APE for this project are eligible for or listed in the National Register.

EFFECT FINDING
(Pursuant to 36 CFR 800.4(d)(1))

Per the terms of the "Programmatic Agreement Regarding Management and Preservation of Indiana's Historic Bridges" (Historic Bridges PA), the Federal Highway Administration—Indiana Division (FHWA) will satisfy its Section 106 responsibilities involving "Select" and "Non-Select" bridges through the Project Development Process (PDP) of the Historic Bridges PA (Stipulation III). Bridge No. 042-11-03101A has been classified as a "Select" bridge by the INDOT Historic Bridge Inventory and, thus, the procedures outlined in Stipulation III.A. of the Historic Bridges PA will be followed to fulfill FHWA's Section 106 responsibilities for the bridge. Additionally, because rehabilitation of the bridge is the preferred alternative, the standard treatment approach, described in Attachment B of the Historic Bridges PA (Standard Treatment Approach for Historic Bridges) will be followed.

Therefore, the finding for this project only applies to other resources located within the APE and not Bridge No. 042-11-03101A. This document will satisfy the Section 106 responsibilities for other resources located in the APE. Regarding other resources located in the project area, the INDOT, on behalf of the FHWA, has determined a "no historic properties affected" finding is appropriate because no other properties listed in or eligible for listing in the National Register are present within the APE.

INDOT respectfully requests the Indiana State Historic Preservation Officer provide written concurrence with this Section 106 determination of effect.

SECTION 4(F) COMPLIANCE REQUIREMENTS (for historic properties)

This undertaking will not convert property from any Section 4(f) historic property to a transportation use; the INDOT, acting on FHWA's behalf, has determined the appropriate Section 106 finding is "no historic properties affected"; therefore no Section 4(f) evaluation is required.

Consulting parties will be provided a copy of the project findings and determinations in accordance with FHWA and INDOT's Section 106 procedures. Comments will be accepted for 30 days upon receipt of the findings.



Patrick Carpenter for FHWA
Manager
INDOT Cultural Resources

May 1, 2014
Approved Date

Division of Historic Preservation & Archaeology • 402 W. Washington Street, W274 • Indianapolis, IN 46204-2739
Phone 317-232-1646 • Fax 317-232-0693 • dhpa@dnr.IN.gov



June 2, 2014

Patrick Carpenter,
Manager, Cultural Resources Office
Environmental Services
Indiana Department of Transportation
100 North Senate Avenue, Room N642
Indianapolis, Indiana 46204

Federal Agency: Indiana Department of Transportation ("INDOT"),
on behalf of Federal Highway Administration ("FHWA")

State Agency: Indiana Department of Transportation

Re: DUAL REVIEW: Historic property report (Branigin/Kennedy, 4/2014), historic bridge alternatives analysis, 30% design plans, archaeological short report (Coon, 3/19/14), and the INDOT's finding of "no historic properties affected" for the rehabilitation of Bridge No. 042-11-03101A (NBI No. 15790) carrying SR 42 over the Eel River (Des. No. 0800870; DHPA No. 16152)

Dear Mr. Carpenter:

Pursuant to Indiana Code 14-21-1-18 and 312 IAC 20-4-11.5, the Indiana Department of Natural Resources, Division of Historic Preservation and Archaeology ("DHPA") has reviewed the materials provided with your letter dated and received by the DHPA on May 1, 2014 for the aforementioned project in Cass Township, Clay County, Indiana. The DHPA, acting as the staff of the Indiana State Historic Preservation Officer ("Indiana SHPO"), also has reviewed the aforementioned project under Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. § 470f), implementing regulations at 36 C.F.R. Part 800, the "Programmatic Agreement . . . Regarding the Implementation of the Federal Aid Highway Program In the State of Indiana," and the "Programmatic Agreement . . . Regarding Management and Preservation of Indiana's Historic Bridges" ("Historic Bridges PA").

We are not aware of any parties who should be invited to participate in the Section 106 consultation on this project, beyond those whom you already have invited. We attempted to include all potentially interested persons of whom we were aware, for the purposes of the state historic preservation law, when we sent our May 7, 2014, letter. In a dual review contained in a single submission, as this one is, that will have to suffice for our making any suggestions for additional Section 106 consulting parties.

As your May 1 letter states:

Proposed rehabilitation would include milling the existing deck asphalt 1 ½" and placing an HMA overlay wedge & level across the deck. Other work includes cleaning and painting existing bearings; spot cleaning and painting the steel truss; repointing the railings; repointing the abutments; removing and replacing bridge deck joints; replacing missing drain pipe extensions in four location; removing and replacing the existing mudwall to the pavement ledge; removing some of the existing guardrail and installing new end treatments; and installing missing sway bracing.

This single span, riveted Parker through truss bridge, also known as the Poland Bridge, was completed in 1939, was listed in the National Register of Historic Places under Criterion A on March 15, 2000, for its transportation significance. It was identified as a Select Bridge in INDOT's *Indiana Historic Bridge Inventory* for the purposes of Historic Bridges PA.

For the purposes of the federal and state review of this particular project, we agree that Bridge No. 042-11-03101A is the only above-ground property within the proposed, Section 106 area of potential effects ("APE") that is listed in or eligible for inclusion in the National Register of Historic Places.

We have no further comment on the Purpose and Need statement, the historic bridge alternatives analysis, or the 30% design plans.

In regard to archaeology, based upon the documentation available to the staff of the Indiana SHPO, we have not identified any currently known archaeological resources listed in or eligible for inclusion in the National Register of Historic Places within the proposed project area.

This identification is subject to the following condition:

- The project activities remain within areas disturbed by previous construction.

If any archaeological artifacts or human remains are uncovered during construction, demolition, or earthmoving activities, state law (Indiana Code 14-21-1-27 and 29) requires that the discovery must be reported to the Department of Natural Resources within two (2) business days. In that event, please call (317) 232-1646.

Because it is not deemed necessary under the Historic Bridges PA to include effects on a historic Select or Non-Select Bridge in a Section 106 finding—because that PA has taken into account a project's effects on such properties—we understand that the finding here is intended only to reflect the existence of, and effects on, other historic properties within the APE. Accordingly, we concur with INDOT's May 1, 2014 Section 106 finding of "no historic properties affected" for the rehabilitation of Bridge No. 042-11-03101A.

For the purposes of state historic preservation law, it is our opinion that the rehabilitation work proposed for Bridge No. 042-11-03101A will not have an adverse impact on that historic structure. Consequently, under 312 IAC 20-4-11.5, it will not be necessary for INDOT to obtain a certificate of approval will from the Indiana Historic Preservation Review Board for this project.

However, within fifteen (15) days after this determination under state law, a member of the Indiana Historic Preservation Review Board may request review by the Review Board for the purpose of acting upon a certificate of approval for this project. If a request for review is made, the division will place a completed application on the agenda of the next meeting of the Review Board for a determination. If no request for review is made, the division director's letter of clearance is affirmed. A determination under this subsection is not effective until the later of the following:

- (1) fifteen (15) days after issuance of the determination; or
- (2) the day resulting from a notice given under 312 IAC 2-3-7(d).

If you have questions about archaeological issues pertaining to this project, please contact Dr. Rick Jones at (317) 233-0953 or rjones@dnr.IN.gov. Questions about buildings or structures should be directed to John Carr at (317) 233-1949 or jcarr@dnr.IN.gov. If there should be any future correspondence regarding the above indicated project, please refer to DHPA No. 16152.

Very truly yours,



Mitchell K. Zoll
Deputy State Historic Preservation Officer
Director, Division of Historic Preservation & Archaeology

MKZ:JRJ:JLC:jlc

cc: Mary Moore, Clay County Historical Society
Wilmadean Baker, Poland Chapel Historical Society, Inc.
Evelyn Brown, Preservation Association of Clay County
Board of Commissioners of Clay County

emc: Lawrence Heil, P.E., Federal Highway Administration, Indiana Division
Patrick Carpenter, Indiana Department of Transportation
Mary Kennedy, Indiana Department of Transportation
Shaun Miller, Indiana Department of Transportation
Susan Branigin, Indiana Department of Transportation
Matthew Coon, Ph.D., Indiana Department of Transportation
Melany Prather, Indiana Department of Transportation
Tommy Kleckner, Western Regional Office, Indiana Landmarks,
Paul Brandenburg, Indiana Historic Spans Taskforce
James Cooper, Ph.D., historian
Jeffrey Koehler, Clay County Historian
Patricia Wilkinson, Clay County Genealogical Society of Indiana
Joshua Palmer, Indiana Historic Preservation Board
Daniel Kloc, Indiana Historic Preservation Board
Jim Corridan, Indiana Historic Preservation Board
Richard Butler, Indiana Historic Preservation Board
Kevin Orme, Indiana Historic Preservation Board
Beth McCord, Indiana Historic Preservation Board
Cameron Clark, Director, Indiana Department of Natural Resources and Chair, Indiana Historic Preservation Board
Chris Smith, Deputy Director, Indiana Department of Natural Resources
Mitchell Zoll, Director, Division of Historic Preservation and Archaeology, Indiana Department of Natural Resources
Chad Slider, Division of Historic Preservation and Archaeology, Indiana Department of Natural Resources
John Carr, Division of Historic Preservation and Archaeology, Indiana Department of Natural Resources
Dr. Rick Jones, Division of Historic Preservation and Archaeology, Indiana Department of Natural Resources



INDIANA DEPARTMENT OF TRANSPORTATION
Driving Indiana's Economic Growth

October 7, 2014

Categorical Exclusion Level 4

This document is an alternate form of a CE-4.

Re: Des. No. 0800870 Clay County
SR 42 Bridge Rehabilitation Project over Eel River

Release for Public Involvement

MLE 10/7/2014 KSK 10/7/14
ESM Initials Date ES Initials Date

Certification of Public Involvement Mary Wright 12/23/14
Office of Public Involvement Date

**APPROVAL
FHWA CE LEVEL 4**

Approved by: Asfahan ulah Khan 12/24/2014
INDOT – Crawfordsville District Date

Approved by: Patrick Carpenter 1/5/2015
INDOT – Environmental Services Division Date
Digitally signed by Patrick Carpenter
DN: cn=Patrick Carpenter, o=INDOT, ou=CRO,
email=pacarpenter@indot.in.gov, c=US
Date: 2015.01.05 10:30:53 -05'00'

Approved by: Lawrence M. Leib 1-5-2015
Federal Highway Administration – Indiana Division Date

DNR Indiana Department of Natural Resources

Division of Historic Preservation & Archaeology • 402 W. Washington Street, W274 • Indianapolis, IN 46204-2739
Phone 317-232-1646 • Fax 317-232-0693 • dhpa@dnr.IN.gov



May 7, 2014

Richard J. Marquis
Division Administrator
Federal Highway Administration, Indiana Division
575 North Pennsylvania Street, Room 254
Indianapolis, Indiana 46204

Federal Agency: Federal Highway Administration

Re: Addendum to 800.11 documentation and draft cooperative agreement for Morgan County Bridge No. 161, regarding the Indiana I-69 Corridor Tier 2 Studies, Section 5, Evansville to Indianapolis (HDA-IN; Des. No. 0300381; DHPA No. 2123)

Dear Mr. Marquis:

Pursuant to Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. § 470f), 36 C.F.R. Part 800, the 2013 "Memorandum of Agreement ('MOA') Regarding the I-69 Evansville to Indianapolis Project: Section 5, SR 37 South of Bloomington to SR 39 in Bloomington, Perry, Van Buren and Washington Townships, Monroe County, Indiana; and Washington Township, Morgan County, Indiana," and the 2006 "Programmatic Agreement . . . Regarding Management and Preservation of Indiana's Historic Bridges," the staff of the Indiana State Historic Preservation Officer has reviewed the materials submitted with your letter dated April 14, 2014, and received on April 16, for the aforementioned project in Morgan County, Indiana. At the request of the Cultural Resources Office of the Indiana Department of Transportation ("INDOT"), we have attempted to respond by May 7.

We appreciate the efforts that have been made to find appropriate railing designs both for the vehicles on the bypass bridge and also for protecting pedestrians and bicyclists on historic Morgan County Bridge No. 161.

The functional replacement of a historic bridge as a result of bypassing it with a new bridge nearby typically raises at least two areas of concern for us: (1) what the introduction of the new bridge will do to the setting of the historic bridge and (2) what will happen to the historic bridge once it is no longer used for vehicular purposes.

The deck of the proposed bypass bridge would stand about 6 feet, 6 inches taller than that of the historic Morgan County Bridge No. 161. Considering that the bridges will be as little as 35.5 feet to 41.5 feet apart, we think the new bridge will constitute an obvious, modern intrusion on the setting of the historic bridge, which up to now has had a setting consisting largely of natural features. We do not dispute the accuracy of the plan, cross-section, and comparative elevation drawings provided in Appendix D of the "ADDENDUM To I-69 Section 5 800.11(e) Documentation." We think, however, that once the bypass bridge and its approaches have been constructed and can be viewed as physical masses, rather than simply as lines on drawings, the bypass will *seem* very close to the historic bridge and will dominate the historic bridge's setting toward the southeast. We think this perception will be true especially when the bypass bridge is viewed from the historic bridge but also when it is viewed from the northeast and southwest along the approach roadway. It seems as though INDOT's desire to limit the amount or the cost of right-of-way that would need to be acquired is a major factor in why the bypass bridge will come as close to the historic bridge as it has been proposed.

We are not sure that bypassing another historic bridge as closely as No. 161 will be bypassed would necessarily be a non-adverse effect in every case, so we would recommend against treating this as a precedent for future bypass projects. In this case, however, we think that the effects of bypassing historic Morgan County Bridge No. 161 with a new bridge and the of the proposed rehabilitation of No. 161 could be limited or reduced to a degree that the bypassing and rehabilitation would not have an adverse effect on the historic bridge, as long as following conditions are met:

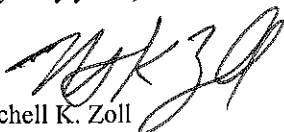
1. The new bridge bypassing Bridge No. 161 to the southeast will come no closer to Bridge No. 161 than 35.5 feet at the nearest point. If a greater distance could be left between the bridges, that would be preferable.
2. Either your preferred CF-1 (Oregon 2-Tube) railings or the TL3 (Wyoming Two-tube) railings will be installed on the bypass bridge. Both railing styles are illustrated in Appendix D of the "ADDENDUM To I-69 Section 5 800.11(e) Documentation." We would prefer the TL3, because it appears to us that it would obstruct the view of Bridge No. 161 by vehicular passengers somewhat less than the CF-1, due to the TL3's lower height and thinner profile. We think that making as much of Bridge No. 161 visible from the bypass bridge as possible will help to offset the effect on the setting that building the bypass bridge so close to the historic bridge will have.
3. Two-tube, free-standing metal railings similar to that shown in the "Proposed Pedestrian Railing" in Appendix D of the "ADDENDUM To I-69 Section 5 800.11(e) Documentation" will be installed on Bridge No. 161.
4. The language of Stipulation 1.2.A. in the cooperative agreement will be modified to read substantially as follows, in order to clarify Morgan County's maintenance responsibilities:
 - A. The COUNTY hereby agrees to maintain Morgan County Bridge No. 161 for a minimum of 25 years to the degree necessary, at the least, to keep the bridge open and safe for pedestrian and bicycle traffic, except while maintenance work is underway and then only for the minimum amount of time necessary to perform the maintenance work.

If any archaeological artifacts or human remains are uncovered during construction, demolition, or earthmoving activities, state law (Indiana Code 14-21-1-27 and -29) requires that the discovery be reported to the Department of Natural Resources within two (2) business days. In that event, please call (317) 232-1646. Be advised that adherence to Indiana Code 14-21-1-27 and -29 does not obviate the need to adhere to applicable federal statutes and regulations.

We received Bernardin, Lochmueller & Associates' April 29, 2014, cover letter with 30% design plans for the bypass of historic Morgan County Bridge No. 161 on April 30. Although it might have been more efficient to analyze those plans now, in conjunction with the drawings provided here, we will be commenting on the 30% design plans in a separate letter, due to the request that we expedite our comments on this submission.

If you have questions about archaeological issues, please contact Dr. Rick Jones at (317) 233-0953 or rjones@dnr.IN.gov. Questions about buildings or structures should be directed to John Carr at (317) 233-1949 or jcarr@dnr.IN.gov. In all future correspondence regarding the above indicated project, please continue to refer to DHPA No. 2123.

Very truly yours,



Mitchell K. Zoll
Deputy State Historic Preservation Officer

MKZ:JRJ:JLC:jlc

emc: Michelle Allen, Indiana Division., Federal Highway Administration
Sandra Flum, Indiana Department of Transportation
Laura Hilden, Indiana Department of Transportation
Patrick Carpenter, Indiana Department of Transportation
Shaun Miller, Indiana Department of Transportation
Mary Kennedy, Indiana Department of Transportation
Melany Prather, Indiana Department of Transportation
Jason DuPont, P.E., Bernardin, Lochmueller & Associates, Inc.
Timothy Miller, Bernardin, Lochmueller & Associates, Inc.
Kia Gillette, Bernardin, Lochmueller & Associates, Inc.
Connie Zeigler, Bernardin, Lochmueller & Associates, Inc.
Kyle Boot, Bernardin, Lochmueller & Associates, Inc.
Linda Weintraut, Ph.D., Weintraut & Associates, Inc.
Beth McCord, Gray & Pape, Inc.
Mary Jo Hamman, P.E., Michael Baker Jr., Inc.



I-69 Section 5--DES # 0300381
Section 5 Reevaluation #3
May 21, 2014; Revised July 28, 2014

**I-69 SECTION 5 REEVALUATION STATEMENT #3
MORGAN COUNTY BRIDGE NO. 161**

**I-69
Evansville, IN to Indianapolis, IN
Designation Number: 0300381**

Tier 2 Final Environmental Impact Statement (FHWA-IN-EIS-13-01-F) and Record of Decision approved August 7, 2013

This reevaluation of the Tier 2 Final Environmental Impact Statement (FEIS) was prepared to reflect changes in the local access network resulting from Section 5 of the I-69 highway in Morgan County, Indiana. Section 5 will extend north along SR 37 from just south of Bloomington in Monroe County approximately 21 miles to SR 37 south of SR 39 in Morgan County. After the I-69 Section 5 FEIS/Record of Decision (ROD) was completed, Morgan County closed Bridge No. 161 to traffic due to structural concerns. The I-69 Section 5 FEIS/ROD assumed that Morgan County Bridge No. 161 and Old SR 37 would be components of the local access road network once existing SR 37 was converted to the limited access I-69. Because Morgan County Bridge No. 161 is eligible for listing in the National Register of Historic Places, the reevaluation has followed the *Programmatic Agreement Among the Federal Highway Administration, the Indiana Department of Transportation, the Indiana State Historic Preservation Officer, and the Advisory Council on Historic Preservation Regarding Management and Preservation of Indiana's Historic Bridges* (Historic Bridge PA). Per the Historic Bridge PA, an alternatives analysis was completed and the preferred alternative is to bypass the existing bridge with a new bridge. Morgan County Bridge No. 161 will be maintained for pedestrian and bicycle use. This reevaluation examined the potential impacts on the natural, human, and cultural environments resulting from construction of the new bypass bridge. The analysis in this reevaluation supports the conclusion that this change will not have impacts sufficient to require the preparation of a Supplemental Environmental Impact Statement (SEIS) or an additional Draft Environmental Impact Statement (DEIS) for Section 5. Therefore, the Section 5 Tier 2 FEIS and ROD remain valid.

Release for Public Involvement

[Signature]
ES Initials

5-22-14
Date

[Signature]
FHWA Initials

5-28-14
Date

Approval Certification of Public Involvement

[Signature] 6/30/14
Public Hearings Signature Date

[Signature]
ES Signature

7/29/2014
Date

[Signature]
FHWA Signature
Richard J. Marquis
Division Administrator

8/5/2014
Date

[1]

COOPERATIVE AGREEMENT
Between
THE INDIANA DEPARTMENT OF TRANSPORTATION
AND MORGAN COUNTY, INDIANA
Concerning
MAINTENANCE OF SELECT BRIDGE MORGAN 161

EDS: A249-15-320132

This Agreement is made and entered into this 27th day of August, 2014 by and between the Indiana Department of Transportation (hereinafter referred to as "INDOT"); and the Commissioners of Morgan County, Indiana (hereinafter referred to as the "COUNTY" or the "SPONSORING PARTY"), and jointly referred to as the "PARTIES".

RECITALS

WHEREAS, pursuant to 36 C.F.R. 800.14(b) of the regulations implementing Section 106 of the National Historic Preservation Act of 1966 (Section 106) (16 U.S.C. 470f), INDOT, the SHPO, the Federal Highway Administration ("FHWA") and the Advisory Council have entered into Programmatic Agreement applicable to Federal-aid projects that result in the rehabilitation or replacement of historic bridges in Indiana (hereinafter referred to as the "Historic Bridges PA", attached as **Exhibit A** and herein incorporated by reference); and

WHEREAS, historic bridges may be rehabilitated through several Federal-aid programs, such as the Transportation Enhancement Program, the Surface Transportation Program, and the Highway Bridge Replacement and Rehabilitation Program provided the appropriate eligibility criteria are satisfied; and

WHEREAS, the bridge known as Morgan County No. 161 is a historic bridge and determined to be "Select" for preservation in the Historic Bridges PA; and

WHEREAS, Morgan County No. 161 which carried traffic on Old State Road 37, a Morgan County Road, over Little Indian Creek, has been closed to traffic by the COUNTY; and

WHEREAS, I-69 Section 5 anticipated that Morgan County Bridge No.161 and Old SR 37 would be components of the local access road network once existing SR 37 was converted to the limited access I-69 and in order to preserve the local access network in this area, INDOT will construct a bridge crossing at Little Indian Creek; and

WHEREAS, as part of I-69 Section 5, INDOT will perform minor rehabilitation measures to Morgan County Bridge No. 161, as described in the Historic Bridge Alternatives Analysis for Bridge No. 161 dated January 16, 2014, for future multi-use path bicycle and pedestrian use in accordance with the Historic Bridge PA, including Attachment B to the Historic Bridge PA (outlining standards for treatment of historic bridges); and

WHEREAS, the historic bridge known as Morgan County No. 161 will be maintained by

Morgan County for a minimum of 25 years from the date that the multi-use path is open for use by the public, even though a parallel bridge structure will be constructed adjacent to Bridge No. 161;

NOW THEREFORE, in consideration of the promises and the mutually dependent covenants contained herein and other good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, and intending to be legally bound, the Parties hereto agree as follows:

1.1. INDOT's Responsibilities.

- A. INDOT agrees to design and construct a new bridge adjacent to the existing Morgan County Bridge No. 161.
- B. INDOT agrees to perform minor rehabilitation measures to Morgan County Bridge No. 161, as described in the Historic Bridge Alternatives Analysis for Bridge No. 161 dated January 16, 2014, for future multi-use path bicycle and pedestrian use in accordance with the Historic Bridge PA (including the "Standard Treatment Approach for Historic Bridges" outlined in Attachment B to the PA).
- C. INDOT shall be responsible for all costs associated with the design, construction, and rehabilitation of the bridges listed in 1.1(A) and 1.1(B).

1.2. COUNTY's Responsibilities.

- A. The COUNTY shall retain ownership of Morgan County Bridge No. 161, and hereby agrees to maintain Morgan County Bridge No. 161 for a minimum of twenty-five (25) years to the degree necessary, at the least, to keep the bridge open and safe for pedestrian and bicycle traffic, except while maintenance work is underway and then only for the minimum amount of time necessary to perform the maintenance work.
- B. Except as set forth in I.I.C above, the COUNTY shall be solely responsible for all costs associated with maintenance, operation, and rehabilitation of Morgan County Bridge No. 161, and for all costs associated with the operation of the multi-use path over Morgan County Bridge No. 161, including any and all liabilities that may arise from such operation. Under no circumstances shall the State of Indiana or INDOT be liable for any cost associated with Morgan County Bridge No. 161, its use, or its maintenance under this Agreement.
- C. The COUNTY shall accept into its bridge inventory and be responsible for all costs associated with the maintenance and liability of the newly constructed bridge and approach roadway adjacent to the new bridge, adjacent to Morgan County Bridge No. 161. The COUNTY and INDOT understand that it may be necessary or convenient to execute an additional agreement (specifically, a Road Transfer Agreement) to document the transfer of the new bridge into the COUNTY's bridge inventory. The Parties agree to execute such an additional agreement at a later date, but understand and affirm that the

new bridge shall be the COUNTY's responsibility and shall be transferred to the COUNTY's bridge inventory for no additional compensation or consideration beyond that described in this Agreement.

1.3. Project Funding. Costs of the rehabilitation measures to Morgan County Bridge No. 161 and costs of construction of the new bridge structure shall be paid from a combination of available federal-aid funds and state and local funds. The parties anticipate that costs of all work under this Agreement shall not exceed **\$2,600,000.00**. The COUNTY and INDOT understand that execution of an additional agreement to address temporary transfer of maintenance jurisdiction, the project schedule, and other issues may be required before the work described herein may proceed.

1.4. Standard Treatment of Historic Bridges. The parties shall follow the requirements of the Historic Bridge PA (including the "Standard Treatment Approach for Historic Bridges" outlined in Attachment B to the PA).

1.5 Duration and Renewal of Agreement. This term of this Agreement shall begin on the date of last signature to this Agreement and continue through December 31, 2039 or until the end of the useful life of the Bridge, whichever occurs last. This Agreement may be renewed under the same terms and conditions subject to the approval of all signing Parties.

II. GENERAL PROVISIONS

2.1. Access to Records. The COUNTY (referred to as the "SPONSORING PARTY") shall maintain all books, documents, papers, correspondence, accounting records and other evidence pertaining to the cost incurred under this Agreement, and shall make such materials available at their offices at all reasonable times during the period of this Agreement and for five (5) years from the date of final execution of this Agreement, for inspection or audit by INDOT, or its authorized representative, and copies thereof shall be furnished free of charge, if requested by INDOT. The SPONSORING PARTY agrees that, upon request by any agency participating in federally-assisted programs with whom the SPONSORING PARTY has Agreed to or seeks to agree to, INDOT may release or make available to the agency any working papers from an audit performed by INDOT of the SPONSORING PARTY in connection with this Agreement, including any books, documents, papers, accounting records and other documentation which support or form the basis for the audit conclusions and judgments.

2.2. Authority to Bind SPONSORING PARTY. The signatory for the SPONSORING PARTY warrants that he/she has the necessary authority to enter into this Agreement. The signatory for the SPONSORING PARTY represents that he/she has been duly authorized to execute this Agreement on behalf of the SPONSORING PARTY, and has obtained all necessary or applicable approval to make this Agreement fully binding upon the SPONSORING PARTY when his/her signature is affixed to this Agreement.

2.3. Certification for Federal-Aid Contracts Lobbying Activities. The SPONSORING PARTY certifies, by signing and submitting this Agreement, to the best of its knowledge and belief that the SPONSORING PARTY has complied with Section 1352, Title 31, U.S. Code, and

specifically, that:

- A. No federal appropriated funds have been paid or will be paid, by or on behalf of the SPONSORING PARTY, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal Agreements, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal Agreement, grant, loan, or cooperative agreement.
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal Agreement, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The SPONSORING PARTY also agrees by signing this Agreement that it shall require that the language of this certification be included in all contractor agreements including lower tier subcontracts, which exceed \$100,000, and that all such sub recipients shall certify and disclose accordingly. Any person who fails to sign or file this required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

2.4. Compliance with Laws

- A. The SPONSORING PARTY shall comply with all applicable federal, state and local laws, rules, regulations and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment of any state or federal statute, or the promulgation of regulations thereunder, after execution of this Agreement, shall be reviewed by INDOT to determine whether formal modifications are required to the provisions of this Agreement.
- B. The SPONSORING PARTY and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State, as set forth in Indiana Code § 4-2-6, et seq., Indiana Code § 4-2-7, et. seq., the regulations promulgated thereunder, and Executive Order 05-12, dated January 12, 2005. If the SPONSORING PARTY is not familiar with these ethical requirements, the SPONSORING PARTY should refer any questions to the Indiana State Ethics Commission, or visit the Indiana State Ethics Commission website at <<[>>>. If the SPONSORING PARTY or its agents violate any applicable ethical standards, the State may, at its sole discretion, terminate this Agreement immediately upon notice to the SPONSORING PARTY. In addition, the SPONSORING PARTY may be subject to penalties under Indiana Code §§ 4-2-6 and 4-2-7, and under any other applicable state or federal laws.](http://www.in.gov/ethics/)

- C. The SPONSORING PARTY certifies by entering into this Agreement, that neither it nor its principal(s) are presently in arrears in payment of its taxes, permit fees or other statutory, regulatory or judicially required payments to the State of Indiana. Further, the SPONSORING PARTY agrees that any payments in arrears and currently due to the State of Indiana may be withheld from payments due to the SPONSORING PARTY. Additionally, further work or payments may be withheld, delayed, or denied and/or this Agreement suspended until the SPONSORING PARTY becomes current in its payments and has submitted proof of such payment to INDOT.
- D. The SPONSORING PARTY warrants that it has no current or outstanding criminal, civil, or enforcement actions initiated by the State of Indiana pending, and agrees that it will immediately notify INDOT of any such actions. During the term of such actions, the SPONSORING PARTY agrees that INDOT may delay, withhold, or deny work under any supplement, amendment, change order, contract or the like.
- E. If a valid dispute exists as to the SPONSORING PARTY'S liability or guilt in any action initiated by the State of Indiana or its agencies, and INDOT decides to delay, withhold, or deny work to the SPONSORING PARTY, the SPONSORING PARTY may request that it be allowed to continue, or receive work, without delay. The SPONSORING PARTY must submit, in writing, a request for review to INDOT. A determination by the INDOT shall be final and binding on the Parties and not subject to administrative review. Any payments that the INDOT may delay, withhold, deny, or apply under this section shall not be subject to penalty or interest under IC 5-17-5.
- F. The SPONSORING PARTY represents and warrants that the SPONSORING PARTY shall obtain and maintain all required permits, licenses, registrations and approvals, as well as comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities for INDOT. Failure to do so may be deemed a material breach of this Agreement and grounds for termination and denial of further work with the State.
- G. The SPONSORING PARTY hereby represents and warrants that, if it is an entity described in IC Title 23, it is properly registered and owes no outstanding reports with the Indiana Secretary of State.
- H. As required by IC 5-22-3-7: (1) the SPONSORING PARTY and any principals of the SPONSORING PARTY certify that (A) the SPONSORING PARTY, except for de minimis and nonsystematic violations, has not violated the terms of (i) IC 24-4.7 [Telephone Solicitation Of Consumers], (ii) IC 24-5-12 [Telephone Solicitations], or (iii) IC 24-5-14 [Regulation of Automatic Dialing Machines] in the previous three hundred sixty-five (365) days, even if IC 24-4.7 is preempted by federal law; and (B) the SPONSORING PARTY will not violate the terms of IC 24-4.7 for the duration of the Agreement, even if IC 24-4.7 is preempted by federal law. (2) The SPONSORING PARTY and any principals of the SPONSORING PARTY certify that an affiliate or principal of the SPONSORING PARTY and any agent acting on behalf of the

SPONSORING PARTY or on behalf of an affiliate or principal of the SPONSORING PARTY (A) except for de minimis and nonsystematic violations, has not violated the terms of IC 24-4.7 in the previous three hundred sixty-five (365) days, even if IC 24-4.7 is preempted by federal law; and (B) will not violate the terms of IC 24-4.7 for the duration of the Agreement, even if IC 24-4.7 is preempted by federal law.

2.5. Conflict of Interest

A. As used in this section:

"Immediate family" means the spouse and the un-emancipated children of an individual.

"Interested Party," means:

1. The individual executing the Agreement;
2. An individual who has an interest of three percent (3%) or more of SPONSORING PARTY, if SPONSORING PARTY is not an individual; or
3. Any member of the immediate family of an individual specified under subdivision 1 or 2. "Commission" means the State Ethics Commission.

B. INDOT may cancel this Agreement without recourse by the SPONSORING PARTY if any interested Party is an employee of the State of Indiana.

C. INDOT will not exercise its right of cancellation under Section B, above, if the SPONSORING PARTY gives INDOT an opinion by the Commission indicating that the existence of this Agreement and the employment by the State of the interested Party does not violate any statute or code relating to ethical conduct of state employees. INDOT may take action, including cancellation of this Agreement, consistent with an opinion of the Commission obtained under this section.

D. The SPONSORING PARTY has an affirmative obligation under this Agreement to disclose to INDOT when an interested Party is or becomes an employee of INDOT. The obligation under this section extends only to those facts that the SPONSORING PARTY knows or reasonably could know.

2.6. Disadvantaged Business Enterprise Program. Notice is hereby given to the SPONSORING PARTY that failure to carry out the requirements set forth in 49 CFR Sec. 26.13(b) shall constitute a breach of this Agreement and, after notification, may result in termination of this Agreement or such remedy as INDOT deems appropriate.

The referenced section requires the following policy and disadvantaged business enterprise ("DBE") assurance to be included in all subsequent Agreements between the SPONSORING PARTY and any contractors.

The SPONSORING PARTY shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The SPONSORING PARTY shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted Agreements. Failure by the SPONSORING PARTY to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other

remedy, as INDOT, as the recipient, deems appropriate.

As part of the SPONSORING PARTY'S equal opportunity affirmative action program, SPONSORING PARTY, it is required that the SPONSORING PARTY shall take positive affirmative actions and put forth good faith efforts to solicit proposals or bids from and to utilize disadvantaged business enterprise, vendors or suppliers.

2.7. Drug-Free Workplace Certification. The SPONSORING PARTY hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace, and that it will give written notice to the Indiana Department of Transportation and the Indiana Department of Administration within ten (10) days after receiving actual notice that an employee of the SPONSORING PARTY in the State of Indiana has been convicted of a criminal drug violation occurring in the SPONSORING PARTY'S workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of Agreement payments, termination of the Agreement and/or debarment of contracting opportunities with the State of Indiana for up to three (3) years.

In addition to the provisions of the above paragraphs, if the total Agreement amount set forth in this Agreement is in excess of \$25,000.00, the SPONSORING PARTY hereby further agrees that this Agreement is expressly subject to the terms, conditions and representations of the following certification:

This certification is required by Executive Order No. 90-5, April 12, 1990, issued by the Governor of Indiana. Pursuant to its delegated authority, the Indiana Department of Administration is requiring the inclusion of this certification in all Agreements with and grants from the State of Indiana in excess of \$25,000.00. No award of an Agreement shall be made, and no Agreement, purchase order or agreement, the total amount of which exceeds \$25,000.00, shall be valid, unless and until this certification has been fully executed by the SPONSORING PARTY and made a part of the Agreement as part of the Agreement documents.

The SPONSORING PARTY certifies and agrees that it will provide a drug-free workplace by:

- a. Publishing and providing to all of its employees a statement notifying their employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the SPONSORING PARTY'S workplace and specifying the actions that will be taken against employees for violations of such prohibition;
- b. Establishing a drug-free awareness program to inform its employees of (1) the dangers of drug abuse in the workplace; (2) the SPONSORING PARTY'S policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation, and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace;
- c. Notifying all employees in the statement required by subparagraph (a) above that as a condition of continued employment the employee will (1) abide by the terms of the statement; and (2) notify the SPONSORING PARTY of any criminal drug statute conviction for

a violation occurring in the workplace no later than five (5) days after such conviction;

d. Notifying in writing the State within ten (10) days after receiving notice from an employee under subdivision (c)(2) above, or otherwise receiving actual notice of such conviction;

e. Within thirty (30) days after receiving notice under subdivision (c)(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) take appropriate personnel action against the employee, up to and including termination; or (2) require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency; and

f. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (a) through (e) above.

2.8 Force Majeure. In the event that either Party is unable to perform any of its obligations under this Agreement or to enjoy any of its benefits because of natural disaster or decrees of governmental bodies not the fault of the affected Party (hereinafter referred to as a Force Majeure Event), the Party who has been so affected shall immediately give notice to the other Party and shall do everything possible to resume performance. Upon receipt of such notice, all obligations under this Agreement shall be immediately suspended. If the period of nonperformance exceeds thirty (30) days from the receipt of notice of the Force Majeure Event, the Party whose ability to perform has not been so affected may, by giving written notice, terminate this Agreement.

2.9. Funding Cancellation Clause. When the Director of the Office of Management and Budget makes a written determination that funds are not appropriated or otherwise available to support continuation of the performance of this Agreement, this Agreement shall be canceled. A determination by the Budget Director that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

2.10. Governing Laws. This Agreement shall be construed in accordance with and governed by the laws of the State of Indiana and the suit, if any, must be brought in the State of Indiana.

2.11. Indemnification. The SPONSORING PARTY agrees to indemnify exculpate, and hold harmless the State of Indiana, INDOT, and their officials and employees from any liability due to loss, damage, injuries, or other casualties of whatever kind, or by whosoever caused, to the person or property of anyone on or off the Project arising out of, or resulting from the work covered by this Agreement or the work connected therewith, or from the installation, existence, use, maintenance, condition, repairs, alteration or removal of any equipment or material, to the extent of negligence of the SPONSORING PARTY, including any claims arising out the Worker's Compensation Act or any other law, ordinance, order or decree. The SPONSORING PARTY agrees to pay all reasonable expenses and attorney's fees incurred by or imposed on the State and INDOT in connection herewith in the event that the SPONSORING PARTY shall default under the provisions of this Section.

2.12. Non-Discrimination

A. Pursuant to I.C. 22 9 1 10 and the Civil Rights Act of 1964, the SPONSORING PARTY, shall not discriminate against any employee or applicant for employment, to be employed in the performance of work under this Agreement, with respect to hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of race, color, religion, sex, disability, national origin, ancestry or status as a veteran. Breach of this covenant may be regarded as a material breach of this Agreement. Acceptance of this Agreement also signifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability or status as a veteran.

B. The SPONSORING PARTY understands that INDOT is a recipient of federal funds. Pursuant to that understanding, the SPONSORING PARTY agrees that if the SPONSORING PARTY employs fifty (50) or more employees and does at least \$50,000.00 worth of business with the State and is not exempt, the SPONSORING PARTY will comply with the affirmative action reporting requirements of 41 CFR 60-1.7. The SPONSORING PARTY shall comply with Section 202 of executive order 11246, as amended, 41 CFR 60-250, and 41 CFR 60-741, as amended, which are incorporated herein by specific reference. Breach of this covenant may be regarded as a material breach of Agreement.

It is the policy of INDOT to assure full compliance with Title VI of the Civil Rights Act of 1964 and related statutes and regulations in all programs and activities. Title VI and related statutes require that no person in the United States shall on the grounds of race, color or national origin be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. (INDOT's Title VI enforcement shall include the following additional grounds: sex, ancestry, age, religion and disability.) The following are examples of where this policy shall be applied relative to the INDOT.

C. During the performance of this Contract, the SPONSORING PARTY, for itself, its assignees and successors in interest (hereinafter referred to as the "SPONSORING PARTY") agrees to the following assurances under Title VI of the Civil Rights Act of 1964:

i. Compliance with Regulations: The SPONSORING PARTY shall comply with the regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation, Title 49 CFR Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Contract.

ii. Nondiscrimination: The SPONSORING PARTY, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, sex, national origin, religion, disability, ancestry, or status as a veteran in the selection and

retention of subcontractors, including procurements of materials and leases of equipment. The SPONSORING PARTY shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulation, including employment practices when the Contract covers a program set forth in Appendix B of the Regulations.

- iii. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the SPONSORING PARTY for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the SPONSORING PARTY of the SPONSORING PARTY's obligations under this Contract, and the Regulations relative to nondiscrimination on the grounds of race, color, sex, national origin, religion, disability, ancestry, or status as a veteran.
- iv. **Information and Reports:** The SPONSORING PARTY shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Indiana Department of Transportation and Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the SPONSORING PARTY is in the exclusive possession of another who fails or refuses to furnish this information, the SPONSORING PARTY shall so certify to the Indiana Department of Transportation or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
- v. **Sanctions for Noncompliance:** In the event of the SPONSORING PARTY's noncompliance with the nondiscrimination provisions of this Contract, the Indiana Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to: (a) withholding payments to the SPONSORING PARTY under the Contract until the SPONSORING PARTY complies, and/or (b) cancellation, termination or suspension of the Contract, in whole or in part.
- vi. **Incorporation of Provisions:** The SPONSORING PARTY shall include the provisions of paragraphs a through f in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The SPONSORING PARTY shall take such action with respect to any subcontract or procurement as INDOT or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for non-compliance, provided, however, that in the event the SPONSORING PARTY becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the SPONSORING PARTY may request the Indiana Department of Transportation to enter into such litigation to protect the interests of the Indiana Department of Transportation,

and, in addition, the SPONSORING PARTY may request the United States of America to enter into such litigation to protect the interests of the United States of America.

2.13. Penalties, Interest and Attorney's Fees. INDOT will in good faith perform its required obligations hereunder, and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law in part, IC 5-17-5, I. C. 34-54-8, and I. C. 34-13-1.

2.14. Severability. The invalidity of any section, subsection, clause or provision of this Agreement shall not affect the validity of the remaining sections, subsections, clauses or provisions of this Agreement.

2.15. Status of Claims. The SPONSORING PARTY shall be responsible for keeping INDOT currently advised as to the status of any claims made for damages against the SPONSORING PARTY resulting from services performed under this Agreement.

2.16. Termination.

- A. Any party may terminate this Agreement upon thirty (30) days written notice to the others, provided the agency requesting the termination can show cause that there has been a failure on the part of the other to substantially fulfill its responsibilities pursuant to this Agreement or that the Agreement is otherwise not working to the satisfaction of either party, and after providing notice and sufficient opportunity for remedy. The terminating party shall be responsible for any and all costs associated with or resulting from termination of the Agreement.
- B. In the event that eligible funding is not identified to pay the costs of all work described in this Agreement, INDOT may terminate this Agreement upon five (5) days notice to the other parties. All parties shall be responsible for their own costs associated with or resulting from termination of the Agreement pursuant to this Section 2.16(B).

2.17. Employment Eligibility Verification.

- A. The SPONSORING PARTY affirms under the penalties of perjury that it does not knowingly employ an unauthorized alien.
- B. The SPONSORING PARTY shall enroll in and verify the work eligibility status of all his/her/its newly hired employees through the E-Verify program as defined in IC 22-5-1.7-3. The SPONSORING PARTY is not required to participate should the E-Verify program cease to exist. Additionally, the SPONSORING PARTY is not required to participate if the SPONSORING PARTY is self-employed and does not employ any employees.
- C. The SPONSORING PARTY shall not knowingly employ or contract with an unauthorized alien. The SPONSORING PARTY shall not retain an employee or contract

with a person that the SPONSORING PARTY subsequently learns is an unauthorized alien.

- D. The SPONSORING PARTY shall require his/her/its subcontractors, who perform work under this contract, to certify to the SPONSORING PARTY that the subcontractor does not knowingly employ or contract with an unauthorized alien and that the subcontractor has enrolled and is participating in the E-Verify program. The SPONSORING PARTY agrees to maintain this certification throughout the duration of the term of a contract with a subcontractor.
- E. The State may terminate for default if the SPONSORING PARTY fails to cure a breach of this provision no later than thirty (30) days after being notified by the State.

2.18. General. This Agreement represents the entire understanding between the Parties relating to the subject matter, and supersedes any and all prior oral and/or written communications, understandings or agreements relating to the subject matter. Any amendment or modification to this Agreement must be in writing, reference this Section 2.18 and be signed by duly authorized representatives of the Parties. Neither this Agreement nor any portions of it may be assigned, licensed or otherwise transferred by the SPONSORING PARTY without the prior written consent.

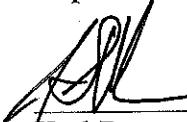
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Non-Collusion

The undersigned attests, subject to the penalties for perjury, that he/she is the properly authorized representative, agent, member or officer of the Party, that he/she has not nor has any other member, employee, representative, agent or officer of the Party, directly or indirectly, to the best of his/her knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he/she has not received or paid, any sum of money or other consideration for the execution of this Agreement other than that which appears upon the face of this Agreement.

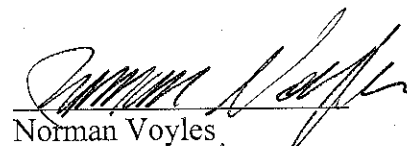
In Witness Whereof, the Parties have, through duly authorized representatives, entered into this Agreement. The Parties having read and understand the forgoing terms of this Agreement do by their respective signatures dated below hereby agree to the terms thereof.

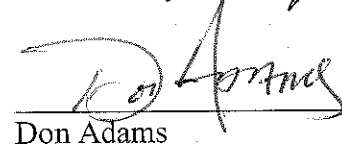
**State of Indiana
Department of Transportation**

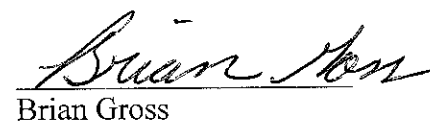

Karl Browning
Commissioner

Date: 7/16/2014

**Morgan County
Board of Commissioners**


Norman Voyles


Don Adams


Brian Gross

Date: 6/2/14

APPROVALS

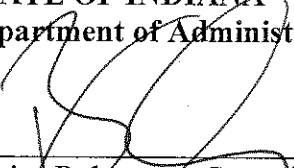
STATE OF INDIANA
State Budget Agency



Brian E. Bailey, Director

Date: 8-20-14

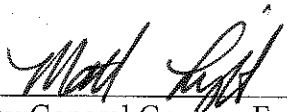
STATE OF INDIANA
Department of Administration



Jessica Robertson, Commissioner

Date: 8/13/14

Approved as to Form and Legality:



Attorney General Gregory F. Zoeller (for)

Date Approved: 8/27/14

**PROGRAMMATIC AGREEMENT
AMONG
THE FEDERAL HIGHWAY ADMINISTRATION,
THE INDIANA DEPARTMENT OF TRANSPORTATION,
THE INDIANA STATE HISTORIC PRESERVATION OFFICER,
AND THE ADVISORY COUNCIL ON HISTORIC PRESERVATION
REGARDING
MANAGEMENT AND PRESERVATION OF INDIANA'S HISTORIC BRIDGES**

WHEREAS, the Federal Highway Administration (FHWA) has determined that the construction and improvement of highways and bridges with Federal Aid Highway funds (Federal-aid) may have an effect on bridges that are listed in the National Register of Historic Places (NRHP), or may be determined to be eligible for listing, hereafter referred to as "historic bridges"; and

WHEREAS, historic bridges may be rehabilitated through several Federal-aid programs, such as the Transportation Enhancement Program, the Surface Transportation Program, and the Highway Bridge Replacement and Rehabilitation Program provided the appropriate eligibility criteria are satisfied; and

WHEREAS, this Programmatic Agreement (Agreement) is applicable to Federal-aid projects that result in the rehabilitation or replacement of historic bridges in Indiana; and

WHEREAS, FHWA has consulted with the Advisory Council on Historic Preservation (Council) and the Indiana State Historic Preservation Officer (Indiana SHPO) pursuant to 36 CFR 800.14(b) of the regulations implementing Section 106 of the National Historic Preservation Act of 1966 (Section 106) (16 U.S.C. 470f); and

WHEREAS, FHWA formed a Historic Bridge Task Group (Task Group), including representatives from the Council, Indiana SHPO, Indiana Department of Transportation (INDOT), Indiana Local Technical Assistance Program (LTAP), Historic Landmarks Foundation of Indiana (HLFI), Historic Spans Task Force, Indiana Association of County Highway Engineers and Supervisors (IACHES), Indiana Association of County Commissioners (IACC), and Senator Richard Lugar's Office, to assist in the development of this Agreement and monitor its success upon implementation of the Agreement; and

WHEREAS, this Agreement defines a process to identify historic bridges that are most suitable for preservation and are excellent examples of a given type of historic bridge, hereafter referred to as "Select Bridges" and also identify those historic bridges that are not considered excellent examples of a given type of historic bridge or are not suitable candidates for preservation, hereafter referred to as "Non-Select Bridges"; and

WHEREAS, FHWA will not consider demolition to be a "prudent" alternative for any Federal-aid project involving a Select Bridge and FHWA will not participate in a project that would result in the demolition of a Select Bridge; and

WHEREAS, FHWA may participate in the demolition of a Non-Select Bridge provided there are no feasible and prudent alternatives to demolition of the Non-Select Bridge; and

WHEREAS, the Task Group recognizes that historic bridges are an important part of the history, culture and surface transportation system of the State of Indiana and its local units of government; and

WHEREAS, economic development and tourism benefits have been recognized from preserving historic bridges; and

WHEREAS, the rehabilitation, reuse and preservation of historic bridges constructed of a wide variety of materials can be facilitated with good information and procedures that encourage consideration of context sensitive design solutions and address this public interest; and

WHEREAS, it is understood that new bridge construction and routes may ultimately be required to address local and state transportation needs; and

WHEREAS, FHWA, in consultation with the Council and the Indiana SHPO, have invited INDOT to be a signatory to this Agreement; and

WHEREAS, FHWA in consultation with the Council and the Indiana SHPO have invited the LTAP, HLF, Historic Spans Task Force, IACHES, and IACC to be concurring parties to this Agreement;

NOW, THEREFORE, FHWA, INDOT, the Indiana SHPO, and the Council agree that the following stipulations will be implemented for FHWA undertakings in the State of Indiana that involve historic bridges.

STIPULATIONS

FHWA shall ensure that the following stipulations are carried out:

- I. INDOT will implement the following actions or program updates within one (1) year of executing this Agreement:
 - A. INDOT will develop and include "Standards for Rehabilitation of Bridges on Low-Volume Roads" in the INDOT design manual, which will be utilized to evaluate if rehabilitation of a given historic bridge for vehicular use is feasible and prudent. Standards that define "feasibility" relate to the ability of an alternative to meet certain engineering requirements, such as structural capacity. Standards that define "prudent" relate to cost effectiveness of an alternative. The Task Group will be provided an opportunity to review and comment on the Standards before they are finalized and prior to any updates.

- B. INDOT will inform the applicants for Federal-aid funds for any bridge project in the award letter that the scope of the bridge project (rehabilitation or replacement) will be determined by FHWA through the National Environmental Policy Act (NEPA) process and Section 4(f) of the Department of Transportation Act. The award letter will state that laws, regulations and design standards may ultimately dictate that the bridge be rehabilitated if the bridge is determined to be historic and FHWA concludes that rehabilitation is feasible and prudent.
- C. INDOT will classify and label all historic bridge projects as "Bridge Project – Scope Undetermined" until after FHWA has identified a preferred alternative for the project. The classification and labeling will apply to award letters to federal-aid applicants, the Indiana Statewide Transportation Improvement Program and in electronic tracking systems maintained by INDOT. This generic classification for bridge projects will ensure that federal-aid applicants and the public do not have false expectations that the bridge will be replaced before the NEPA process is completed. The classification or label for the bridge project may be updated to reflect the scope identified in the approved NEPA document.
- D. INDOT will work with the Transportation Enhancement Committee to develop and implement a scoring system that gives funding priority to Select Bridges within the historic projects category.

II. BRIDGE SURVEY

INDOT will complete a statewide survey of bridges on public roads and on public right-of-way (Bridge Survey) that were built in or before 1965. INDOT will gather the appropriate data to develop a historic context for bridges in Indiana, make NRHP eligibility recommendations, and recommend preservation priorities for historic bridges in accordance with "Attachment A - Scope of Services for the Development of a Historic Bridge Inventory (Appendix A of Consultant Contract)" of this Agreement. INDOT will collect data on all types of bridges (metal truss, concrete, masonry and timber), and will provide adequate opportunities for input to the Task Group and the public in completing the requirements of Attachment A and Stipulations II.A and II.B. Key points where INDOT will seek public comment include: NRHP eligibility, draft Select and Non-Select prioritization criteria, and the draft list of Select and Non-Select Bridges. Each notice requesting public comment will be mailed directly to the County Commissioners so bridge owners will be able to comment at each stage of the process.

A. NRHP Eligibility Determinations:

1. INDOT will provide NRHP eligibility recommendations to the Task Group, County Commissioners, and the public for a 60 day comment period. INDOT's recommendations will include the NRHP criterion, or criteria, that qualify the bridge for listing in the NRHP. INDOT will also list the bridges that are determined not to be eligible for the NRHP. INDOT will forward their final recommendations, along with any Task Group and public comments to FHWA and the Indiana SHPO for an eligibility determination.

2. FHWA, in consultation with the Indiana SHPO, will issue NRHP eligibility determinations for each bridge surveyed by INDOT. Bridges determined not to be NRHP eligible require no further consideration by INDOT and FHWA, unless later determined eligible for the NRHP in response to a nomination, or based on additional information or changed circumstances.
3. INDOT will make available to the public the NRHP eligibility determinations made by FHWA. The list will also include those bridges that FHWA determines not to be eligible for the NRHP.

B. Prioritization:

1. INDOT will develop criteria to identify each historic bridge as either Select or Non-Select in accordance with the process outlined in "Attachment A - Scope of Services for the Development of a Historic Bridge Inventory (Appendix A of Consultant Contract)."
2. INDOT will seek input from the Task Group and the public on the evaluation criteria for classifying historic bridges as Select and Non-Select. The Task Group, County Commissioners, and the public will have thirty (30) days to provide comments to INDOT on the criteria.
3. FHWA, in consultation with the Indiana SHPO, will review the comments from the Task Group and the public, modify the criteria as appropriate, and approve the criteria in cooperation with INDOT.
4. INDOT will apply the Select and Non-Select Bridge criteria to each historic bridge identified in the Bridge Survey. INDOT will seek comments from the Task Group and the public on the draft list of Select and Non-Select Bridges. For each bridge, the rationale for including the bridge on the Select list or Non-Select list will be described. The Task Group, County Commissioners, and the public will have sixty (60) days to provide comments to INDOT on the Select and Non-Select Bridges list.
5. INDOT will provide FHWA and the Indiana SHPO with the list of Select and Non-Select Bridges and the comments received from the Task Group and the public. FHWA, in consultation with the Indiana SHPO, will review the comments received and make appropriate changes to the list, if any. FHWA, in consultation with the Indiana SHPO, will ultimately approve the list of Select and Non-Select Bridges when both parties are satisfied with the classification of each bridge.
6. INDOT will make available to the Task Group and the public the final list of Select and Non-Select Bridges, the final criteria used to evaluate bridges as Select or Non-Select, and the rationale for the classification of each bridge.

C. Re-Evaluation of Historic Bridges

1. In unusual circumstances, a Select Bridge may no longer meet the Select Bridge criteria. Examples of unusual circumstances may include, but are not limited to, the bridge collapsing due to a flood or an overweight vehicle. A bridge owner may request that FHWA and the Indiana SHPO re-evaluate the Select Bridge determination if an unusual circumstance occurs. The following process will be followed to determine if re-classification of the Select Bridge is appropriate:
 - a. The bridge owner must submit the request in writing to INDOT. The bridge owner should describe the unusual circumstance that has occurred and explain why the Select Bridge criteria no longer apply to the bridge.
 - b. If INDOT determines the request has merit, then INDOT will notify FHWA, the Indiana SHPO, the Task Group, and the public of the request to re-classify the Select Bridge. INDOT will accept comments from the Task Group and the public for thirty (30) days.
 - c. INDOT will provide a copy of all comments received to FHWA and the Indiana SHPO. FHWA and the Indiana SHPO will consult to evaluate the request and consider the comments received from the Task Group and the public.
 - d. If FHWA and the Indiana SHPO agree on the classification of the bridge, then FHWA will notify INDOT of the decision within 30 days after receiving the documentation from INDOT. INDOT will notify the bridge owner, the Task Group and all individuals that provided comments on the bridge of the decision. If FHWA and the Indiana SHPO do not agree on the classification of the bridge, then the parties will invoke the Dispute Resolution provision, Stipulation IV.B. If necessary, INDOT will update the Select/Non-Select list by removing the Select Bridge from the list.
2. At least every ten (10) years, FHWA, INDOT, and the Indiana SHPO will consult to determine if conditions have changed that would require updating the list of bridges eligible for the NRHP, the criteria for identifying Select and Non-Select Bridges, and the list of Select and Non-Select Bridges. Any signatory may request that an update be completed more frequently if there have been substantial changes to the population of bridges identified in the Bridge Survey. If FHWA, INDOT and the Indiana SHPO agree that conditions have changed and an update is required, then the survey will be completed as described in Stipulation II of this Agreement. The FHWA, INDOT and the Indiana SHPO will consult to determine if the survey should be expanded to include bridges built after 1965. If FHWA, INDOT and the Indiana SHPO determine the existing survey is still valid, then INDOT will notify the Task Group, County Commissioners, and the public of the decision.

III. PROJECT DEVELOPMENT PROCESS FOR HISTORIC BRIDGES

FHWA will satisfy its Section 106 responsibilities for undertakings involving Select and Non-Select Bridges by completing the following processes. FHWA recognizes that additional historic properties, other than the historic bridge, may exist within the project's Area of Potential Effect (APE). To satisfy FHWA's Section 106 responsibilities for other historic resources that may be in the APE, FHWA will comply with the requirements of 36 CFR Parts 800.3-800.6.

Consulting parties shall be invited to consult pursuant to 36 CFR Part 800.3 and be notified that consultation with respect to the historic bridge will be completed in accordance with the Programmatic Agreement for the Management and Preservation of Indiana's Historic Bridges.

A. Project Development Process for Select Bridges

1. FHWA will work with INDOT, and the bridge owner if the historic bridge does not belong to INDOT, to develop a draft purpose and need statement (P&N) and alternatives analysis. Rehabilitation for vehicular use must be thoroughly evaluated before other alternatives are considered. Rehabilitation alternatives must include a one-way pair alternative that involves rehabilitating the existing bridge and constructing a new parallel bridge. If rehabilitation is not feasible and prudent, then the Select Bridge must be bypassed or relocated for another use. FHWA will not participate in a project that involves demolition of a Select Bridge.
2. If the bypass alternative is not feasible and prudent, relocation of the bridge will be required. INDOT will work with the bridge owner, if the bridge does not belong to INDOT, to identify a new location for the Select Bridge. Preference will be given to locations closest to the original location of the bridge. The NEPA document must include the proposed new location, description of how the new bridge will be utilized, and evaluate the associated impacts, in addition to those resulting from the bridge replacement.
3. Upon completion of the draft P&N and alternatives analysis, INDOT will forward to the consulting parties a copy of the draft P&N and alternatives analysis (including relocation proposal, if applicable) and give the consulting parties at least thirty (30) days to provide comments before the P&N and alternatives analysis are finalized.
4. FHWA will work with INDOT, and the bridge owner if the historic bridge does not belong to INDOT, to revise the P&N and alternatives analysis based on comments received. FHWA will identify a preferred alternative based on the P&N and alternatives analysis. INDOT will provide the revised P&N, alternatives analysis (including updated relocation proposal, if applicable), and preferred alternative to all consulting parties. The submittal to the Indiana SHPO will request concurrence with the FHWA preferred alternative.
5. If the Indiana SHPO objects to the preferred alternative within thirty (30) days of receiving the request for concurrence, FHWA will continue to consult with the

Indiana SHPO, INDOT, the bridge owner if the historic bridge does not belong to INDOT, and the consulting parties. If the Indiana SHPO and FHWA cannot reach agreement with respect to the preferred alternative, then FHWA will comply with the dispute resolution stipulation of this Agreement.

6. If the Indiana SHPO concurs with FHWA's preferred alternative, then the standard treatment approach, described in Attachment B (Standard Treatment Approach for Historic Bridges) will be initiated. The Indiana SHPO, the Council, and FHWA agree that implementation of the standard treatment approach for rehabilitation (rehabilitation is required for the Select Bridge) includes all possible planning to minimize harm to the historic bridge and fulfills all consultation requirements under Section 106.
7. The bridge owner will hold a public hearing prior to completion of NEPA. The bridge owner will notify consulting parties by letter or e-mail (if available) of the public hearing and the availability of the environmental documentation. The environmental document, Section 106 documentation for other resources in the APE, and preliminary Section 4(f) evaluation, if one is required, will be made available prior to and at the public hearing for public review and comment.
8. If the preferred alternative includes transferring ownership of the historic bridge, then INDOT will initiate an agreement between INDOT, the bridge owner if the bridge does not belong to INDOT, the Indiana SHPO, and the proposed new bridge owner. The agreement shall include all applicable commitments required in Attachment B. INDOT will execute the agreement prior to NEPA approval.
9. FHWA and INDOT will work jointly so that all measures to minimize harm to the historic bridge are incorporated into the project as part of the environmental commitments made in documentation required pursuant to NEPA.
10. If there is no agreement ultimately regarding the preferred alternative, FHWA will comply with the dispute resolution stipulation of the Agreement.

B. Project Development Process for Non-Select Bridges

1. FHWA will work with INDOT, and the bridge owner if the bridge does not belong to INDOT, to develop a draft P&N and alternatives analysis. Rehabilitation for vehicular use must be thoroughly evaluated before other alternatives are considered. Rehabilitation alternatives must include a one-way pair alternative that involves rehabilitating the existing bridge and constructing a new parallel bridge.
2. If rehabilitation alternatives are not feasible and prudent, the bridge owner shall market the historic bridge for re-use. Proposals will be accepted for the immediate rehabilitation and reuse or for its storage for future reuse. Proposals will also be accepted for the salvage of elements that may be stored for future repair of similar historic bridges. At a minimum, the following activities will be completed:

- a. The bridge owner shall place a legal notice in a local newspaper and a statewide newspaper at a minimum six (6) months in advance of the public hearing to notify interested parties of the historic bridge availability for re-use. The advertisement should describe, at a minimum, the historic bridge length, width, height, condition, and availability.
 - b. The bridge owner shall place signs at both approaches to the historic bridge at a minimum six (6) months in advance of the public hearing to notify users that the historic bridge will be replaced. The signs will remain in place until completion of NEPA.
 - c. The bridge owner shall provide INDOT and HLF I with the information needed to post the historic bridge on INDOT's historic bridge marketing website and HLF I website, respectively, at a minimum six (6) months prior to the public hearing.
3. If no responsible party steps forward either prior to or during the public hearing to assume ownership of the Non-Select Bridge, then the bypass and relocation alternatives will be deemed not prudent and, therefore, Indiana SHPO, the Council, and FHWA agree that the bridge may be demolished.
4. FHWA will identify a preferred alternative based on the P&N and alternatives analysis. The standard treatment approach, described in Attachment B (Standard Treatment Approach for Historic Bridges) will be initiated. The Indiana SHPO, the Council, and FHWA agree that implementation of the standard treatment approach includes all possible planning to minimize harm to the historic bridge and implementation of the standard treatment approach fulfills all consultation requirements under Section 106.
5. The bridge owner will hold a public hearing for the project, prior to completion of NEPA. The bridge owner will notify consulting parties by letter or e-mail (if available) of the public hearing and the availability of the environmental documentation. The environmental document, Section 106 documentation for other resources in the APE, and preliminary Section 4(f) evaluation, if one is required, will be made available prior to and at the public hearing for public review and comment.
6. If the preferred alternative includes transferring ownership of the historic bridge, then INDOT will execute an agreement between INDOT, the bridge owner if the bridge does not belong to INDOT, the Indiana SHPO, and the proposed new bridge owner. The agreement shall include all applicable commitments required in Attachment B. INDOT will execute the agreement prior to NEPA approval.
7. FHWA will ensure all measures to minimize harm to the historic bridge are incorporated into the project as part of the environmental commitments made in documentation required pursuant to NEPA.

IV. ADMINISTRATIVE STIPULATIONS


- A. Review – The Council and Indiana SHPO may monitor activities carried out pursuant to this Agreement and will review such activities, if so requested. FHWA and INDOT will cooperate with the Council and the Indiana SHPO in carrying out their review responsibilities.
- B. Dispute Resolution – Should any signatory or invited signatory to this Agreement object at any time to any actions proposed or the manner in which the terms of this Agreement are implemented, FHWA shall consult with the objecting party(ies) to resolve the objection. If FHWA determines that such objection(s) cannot be resolved, FHWA will:
1. Forward all documentation relevant to the dispute to the Council in accordance with 36 CFR Section 800.2(b)(2). Upon receipt of adequate documentation, the Council shall review and advise FHWA on the resolution of the objection within thirty (30) days. Any comment provided by the Council, and all comments from the parties to the Agreement, will be taken into account by FHWA in reaching a final decision regarding the dispute.
 2. If the Council does not provide comments regarding the dispute within thirty (30) days after receipt of adequate documentation, FHWA may render a decision regarding the dispute. In reaching the decision, FHWA will take into account all comments regarding the dispute from the parties to the Agreement.
 3. FHWA's responsibilities to carry out all other actions subject to the terms of this Agreement that are not the subject of the dispute remain unchanged. FHWA will notify all parties of its decision in writing before implementing that portion of the undertaking subject to dispute under this stipulation. FHWA's decision will be final.
- C. Annual Reporting – INDOT will maintain the list of bridges evaluated under Stipulation II and include at least the current status of eligibility, priority (Select or Non-Select), current owner, and scope of Federal-aid projects processed under this Agreement. INDOT will prepare an annual report that will include a list of Select and Non-Select Bridges that have been processed during the previous calendar year pursuant to this Agreement and the scope of each project. INDOT will submit this report on or before January 31 of each year to the Task Group.
- D. Amendments and Noncompliance – If any signatory to this Agreement, including any invited signatory, determines that its terms will not or cannot be carried out or that an amendment to its terms must be made, that party shall immediately consult with the other parties, as well as the Task Group, to develop an amendment. The amendment will be effective on the date a copy is signed by all of the original signatories. If the signatories cannot agree to appropriate terms to amend the Agreement, any signatory may terminate the Agreement in accordance with the Termination stipulation. In the event FHWA does not carry out the terms of this Agreement, FHWA will comply with 36 CFR Part 800 with regard to individual undertakings covered by this Agreement.

- E. Termination – The Council, Indiana SHPO, INDOT, or FHWA may propose to terminate this Agreement by providing thirty (30) calendar days notice to the other parties and explaining the reason(s) for the proposed termination. The Council, Indiana SHPO, FHWA, and INDOT will consult during this period to seek agreement on amendments or other actions that would avoid termination. In the event of termination, FHWA will comply with 36 CFR Part 800 with regard to individual undertakings covered by this Agreement.
- F. National Historic Landmarks – National Historic Landmarks shall be treated in accordance with 36 CFR 800.3–800.6, and 800.10 rather than the terms of this agreement.
- G. Anticipatory Demolition – If FHWA or Indiana SHPO determine a bridge owner intentionally demolishes or otherwise diminishes the historic integrity of a Select Bridge under the bridge owner’s jurisdiction with non-Federal-aid funds, then FHWA will comply with 36 CFR Part 800 for any future federal-aid bridge project proposed by that bridge owner. After the next Bridge Survey update is completed in accordance with Stipulation II.C.2, FHWA may process federal-aid projects in accordance with this Agreement for that bridge owner.
- Section 110(k) of the National Historic Preservation Act prohibits FHWA from providing Federal-aid funds for a given project, where the bridge owner, with the intent to avoid the requirements of Section 106, has intentionally adversely affected the historic bridge prior to completion of NEPA (see 36 CFR 800.9(c)).
- H. Transition of existing projects – Until such time as the initial survey and prioritization of historic bridges called for in Stipulation II.B has been carried out, or for those projects that fall outside the scope of this agreement, projects must comply with the requirements of 36 CFR Part 800. Projects that have completed compliance with 36 CFR Part 800 shall not be reevaluated, provided the scope of work of the project and the mitigation measures, if any, are fully implemented as they were identified during the NEPA evaluation.
- I. Duration – This Agreement shall become effective upon execution by FHWA, Indiana SHPO, INDOT, and the Council and shall remain in effect until December 31, 2030.
- J. Option to Renew – No later than December 31, 2029, FHWA will consult with the Indiana SHPO, INDOT and the Council to determine interest in renewing this Agreement. The Agreement may be extended for an additional term upon the written agreement of the signatories.

Execution of this Agreement and implementation of its terms evidences that FHWA has considered the effects of its Federal-aid program on Indiana’s historic bridges and afforded the Council a reasonable opportunity to comment.

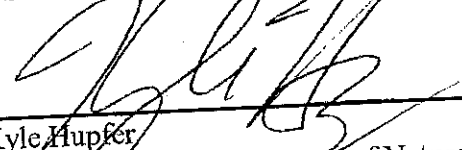
SIGNATORIES

FEDERAL HIGHWAY ADMINISTRATION



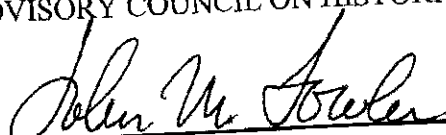
Robert F. Tally, Jr., P.E.
Division Administrator
8/2/06
Date

INDIANA HISTORIC PRESERVATION OFFICER



Kyle Hupfer
Director, Indiana Department of Natural Resources
Indiana State Historic Preservation Officer
7/20/06
Date

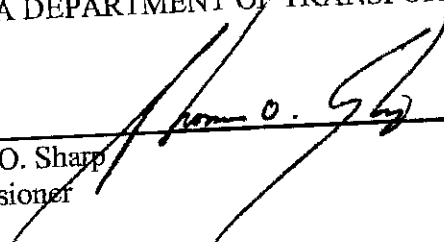
ADVISORY COUNCIL ON HISTORIC PRESERVATION



John M. Fowler
Executive Director
8/4/06
Date

INVITED SIGNATORY

INDIANA DEPARTMENT OF TRANSPORTATION



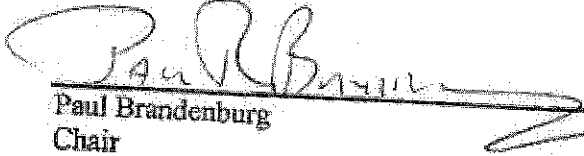
Thomas O. Sharp
Commissioner
7/21/06
Date

Programmatic Agreement Regarding Management and
Preservation of Indiana's Historic Bridges

July 17, 2006
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CONCURRING PARTY

HISTORIC SPANS TASK FORCE



Paul Brandenburg
Chair

22-Aug-2006
Date

Programmatic Agreement Regarding Management and
Preservation of Indiana's Historic Bridges

July 17, 2006

CONCURRING PARTY

HISTORIC LANDMARKS FOUNDATION OF INDIANA



October 23, 2006

Date

Marsh Davis
President

**Programmatic Agreement Regarding Management and
Preservation of Indiana's Historic Bridges**

July 17, 2006

ATTACHMENT A

Scope of Services for the Development of a Historic Bridge Inventory (Appendix A of Consultant Contract)

Appendix "A"

Information and Services to be furnished by the CONSULTANT:

The CONSULTANT will be responsible for the study of publicly owned bridges that exist in the National Bridge Inventory (NBI) and were built through 1965 in the State. The work will be accomplished following all of the relevant Federal Highway Administration regulations and guidance documents, as well as other federal and state requirements and Indiana Department of Transportation (INDOT) Procedural Manual for Preparing Environmental Studies. The work will be assigned and reviewed by the Office of Environmental Services (OES) Administrator. The completed study along with the appropriate number of copies will be transmitted for distribution to the OES.

HISTORIC BRIDGES INVENTORY:

The study will be divided into two phases. Phase I of the study will focus on bridges (approximately 3,443 bridges) constructed through 1942. Phase II of the study will focus on bridges (approximately 3,856 bridges) constructed from 1943 through 1965. The Phase I and Phase II evaluations will be completed concurrently. The Phase I evaluations are more critical given that many of these bridges are eligible for the National Register of Historic Places (National Register) and many of these structures have been lost in recent years.

Part 1 of the Agreement will extend through Task 4.2 and will include bridges built through 1965. Tasks 8, 9, and 10 will be completed concurrently with Tasks 1 through 4.2, as appropriate. The scope of work for succeeding tasks, beginning with Task 4.3, will be finalized as Part 2 of the Agreement after the number of bridges requiring inventory has been determined.

The CONSULTANT will provide the following scope of services for the development of a historic bridge inventory:

Task 1. Develop Contextual Study of Historic Bridges in Indiana – This task involves developing a historic context report for bridges in Indiana. The report will include a history of settlement and transportation in Indiana with an emphasis on nineteenth-century wagon routes, automobile transportation, and bridge engineering and design. Early road development, significant named highways, the interstate system, and important public works campaigns related to transportation will be addressed. The report will include a context for the historical development of transportation networks and systems at the local, regional, and state levels, as described in secondary literature, historic maps, county historical surveys, and INDOT annual progress reports. The report will also include a history of the evolution of the Indiana State Highway Commission into INDOT.

Task 1.1 Conduct historical research

The CONSULTANT will conduct research into periods of bridge construction and general events and trends in transportation history in the United States and Indiana to prepare a historic context to assist in the evaluation of bridges through 1965.

Sources to be consulted are expected to include:

- a. Secondary literature related to Indiana transportation history
- b. INDOT's annual progress reports, major planning studies for bridges, and bridge design manuals for the period
- c. Histories of construction and design firms actively working on Indiana bridges during this period
- d. Engineering journals of the period covering the subject bridges, such as *Engineering News-Record* and *Public Roads*
- e. Standard plans and construction drawings for the subject bridges, as needed
- f. INDOT's Bridge Inventory Database
- g. Indiana State Historic Preservation Office's (INSHPO) bridge database
- h. Indiana county atlases and highway maps from the period, including the 1876 atlas of Indiana
- i. Historic contexts for bridges of the period completed by other state departments of transportation and the National Cooperative Highway Research Program
- j. Thematic surveys in the collection of INSHPO, including: *Iron Monuments to Distant Prosperity*, *Indiana's Metal Bridges*; *Artistry and Ingenuity in Artificial Stone*, *Indiana's Concrete Bridges*; *Indiana's Covered Bridges*; and *WPA Recreational Projects in the Hoosier State*
- k. Transportation contexts provided in county and municipal surveys in the collection of INSHPO
- l. Nominations and determinations of eligibility for bridges in the collection of INSHPO
- m. Materials previously gathered by Professor James Cooper for statewide bridge studies and publications
- n. Bridge information collected by the Local Technical Assistance Program (LTAP) in 2003

Research for this task will be conducted in Indianapolis; West Lafayette; and Madison, Wisconsin. Repositories to be visited are expected to include:

- a. INDOT
- b. INSHPO
- c. Indiana State Archives, Indianapolis
- d. Indiana State Library, Indianapolis
- e. Indiana Historical Society, Indianapolis
- f. Stewart Center Libraries, Purdue University, West Lafayette
- g. Online sources
- h. University of Wisconsin Engineering Library (for national journals)
- i. Wisconsin Historical Society Library (collection on U.S. history)

No research for this task is expected to be conducted at the local level of Indiana counties or cities.

Task 1.2 Conduct oral history interviews

The CONSULTANT will conduct interviews with up to 10 bridge engineers and transportation historians. The CONSULTANT will select interview subjects based on discussions with INDOT. Selected subjects are expected to include agency and consulting engineers, Purdue University and extension civil engineers, and transportation historians knowledgeable on the period of study. The results of the interviews will be incorporated into the historic context report.

Task 1.3 Prepare historic context outline

The CONSULTANT will prepare an outline for the historic context report for concurrent INDOT and INSHPO review. Within 10 days of receipt, INDOT will approve or provide written comments on the outline. If the draft outline requires extensive revision, INDOT and the CONSULTANT will have a teleconference to discuss comments and a revised draft will be submitted for review. The approved outline will be the basis for the draft historic context report.

Task 1.4 Prepare draft historic context report

Based on the results of research and interview efforts, the CONSULTANT will prepare the historic context report. The purpose of the report is to define relevant historic contexts that will be used in assessing historical significance and establishing periods of significance for bridges built in Indiana through 1965. These historic contexts will inform the stratification methodology (Task 2) and the Evaluation Criteria (Task 3). The primary historic contexts to be developed are expected to include:

- a. Transportation history (specific to bridges) – Provides a narrative history of transportation in Indiana, including federal, inter-state, county, and municipal public works construction campaigns from the late nineteenth century to 1965. Transportation networks include early roads (as indicated on 1876 atlas), named highways, state-aid highways, and interstate highways. The history of the evolution of the Indiana State Highway Commission into INDOT will be included. In addition, attention will be given to the development of various inter-state highway associations with routes in Indiana, including the National Road, Lincoln Highway, and Dixie Highway. Information on county and municipal public works will be limited to that identified through secondary sources identified as Source k in Task 1.1.
- b. Bridge engineering, innovations, and developments – Includes a history of bridge technology, understanding of bridge typology, including structural configurations and building materials, and identifies bridge types utilized in Indiana, as well as innovations in design, materials, and construction methods found in the state.
- c. Significant engineers, designers, and builders – Identifies important private- and public-sector bridge designers and builders of Indiana bridges constructed in or before 1965. The context for notable people and firms will focus on Indiana. For nationally known figures whose careers are well documented, research will be limited to that necessary to understand the potential significance of their work in Indiana.

Other historic contexts are expected to play a lesser role in the evaluation of the eligibility of subject bridges. Relevant information for these contexts in relationship to bridges of the subject period may be limited. These secondary contexts are expected to include:

- a. Economic development (specific to bridges as components of road networks) – Includes bridges whose construction stimulated economic development of a region or city, if any.
- b. Community planning and development – Includes bridges designed and constructed as part of a comprehensive plan for a community, if any.
- c. Social history – Includes bridges directly associated with significant social programs, if any.
- d. Politics/government – Includes bridges associated with the enactment and administration of state laws, if applicable.
- e. Aesthetics – Considers how bridges reflect design principles of the period.

The CONSULTANT will submit a draft version of the report to INDOT for review. INDOT will complete a quality review of the draft report within 5 days of receipt. If the draft appears satisfactory, it will be submitted for concurrent review by INDOT, INSHPO, and the Federal Highway Administration, Indiana Division (FHWA Indiana). If INDOT provides written comments, the CONSULTANT will revise the report to address and incorporate INDOT's comments and submit a revised draft. INDOT, INSHPO, and the FHWA Indiana will review the CONSULTANT's revised draft within 30 days of receipt. Based on that review, INDOT will compile INDOT, INSHPO, and FHWA Indiana comments and provide the CONSULTANT with one set of comments.

Task 1.5 Complete preliminary analysis of NBI

The CONSULTANT will obtain NBI databases for state and county bridges from INDOT. The CONSULTANT will consolidate the databases and conduct a preliminary analysis of relevant data. As addenda to the draft historic context report, the CONSULTANT will prepare a list of bridge types represented in Indiana during the subject period and a list of historic contexts that may be associated with the subject bridges. For each type, the CONSULTANT will present years in use, heyday of use, typical span length, and longest span, based on preliminary analysis of the NBI.

Task 1.6 Prepare final historic context report

Based on written comments and the review meeting (see Task 10.2), the CONSULTANT will prepare the report in final form to address and incorporate all comments provided by INDOT. The CONSULTANT will submit the final report to INDOT for review and approval. The final historic context report will be available to the public for review on the INDOT project website (see Task 9.2). INDOT will advise the CONSULTANT regarding which public comments will be addressed in the final historic context. A maximum of 40 hours are budgeted for addressing public comments. The CONSULTANT will work with INDOT to address the comments and not delay subsequent tasks. If this is not feasible, the CONSULTANT will work with INDOT to revise the schedule.

Project Deliverable: Historic context report for historic bridges in Indiana. Final report will be provided in hard copy (5 copies) and on CD in PDF format (10 copies).

Task 2. Develop Methodology for Bridge Inventory – Because it is not feasible or practical to field survey all of the bridges built through 1965, the CONSULTANT will develop a method for separating the bridge population into subgroups based upon type/level of data needed for their evaluation.

Task 2.1 Develop methodology for stratifying bridge population

After consulting with INDOT and other entities (see Task 10.3), the CONSULTANT will develop a methodology to separate INDOT's pre-1966 bridge population into bridge subgroups. Bridges that have previously been determined eligible or listed in the State and/or National Register will not require further data and will be eliminated from further study. Extant eligible and listed bridges will be reintroduced in Task 7 (to be scoped in the future). Bridges with superstructures replaced after 1965 and any non-bridge structures in the NBI will also be eliminated from further study. Remaining bridges will be separated into subgroups based on type/level of data needed for their evaluation.

Task 2.2 Test assumptions of methodology

The CONSULTANT will test assumptions regarding the proposed methodology for stratifying the bridge population by reviewing photographs, maintenance, and inspection files, and construction drawings for up to 100 bridges. These materials will be reviewed to confirm assumptions concerning data needed for evaluation of bridge subgroups.

Task 2.3 Prepare draft bridge stratification report with list of subgroups and data needs

The CONSULTANT will identify and present rationale for what type of data will be needed for the evaluation of each subgroup. The CONSULTANT will develop procedures for how the data will be collected and documented for each subgroup.

The CONSULTANT will prepare and submit a bridge stratification report that includes a list of bridge subgroups, data needs for evaluating subgroups, and written procedures for collecting and synthesizing data for each subgroup to INDOT for review. As an appendix, the CONSULTANT will prepare a preliminary list of bridges in each subgroup. INDOT will complete a quality review of the draft bridge stratification report within 5 days of receipt. If the draft appears satisfactory, it will be submitted for concurrent review by INDOT, INSHPO, and FHWA Indiana. If INDOT provides written comments, the CONSULTANT will revise the bridge stratification report to address and incorporate INDOT's comments. INDOT, INSHPO, and FHWA Indiana will review the CONSULTANT's revised draft within 30 days of receipt.

Based on that review, INDOT will compile INDOT, INSHPO, and FHWA Indiana comments and provide the CONSULTANT with one set of comments.

Task 2.4 Develop final bridge stratification report

The CONSULTANT will prepare the bridge stratification report in final form to address and incorporate all comments provided by INDOT. The CONSULTANT will revise the list of

bridges in each subgroup to address and incorporate comments. The CONSULTANT will submit the final report to INDOT for review and approval.

Project Deliverables: Final lists and procedures will be provided in hard copy (5 copies) and on CD in PDF format (10 copies).

Task 3. Develop Evaluation Criteria for National Register Eligibility – The evaluation criteria will be based on the Historic Context and National Register Criteria for Evaluation. The criteria and considerations will follow the guidelines of *National Register Bulletin 15: How to Apply the National Register Criteria for Evaluation* and *National Register Bulletin 16A: How to Complete the National Register Registration Form*. INSHPO's *Guidelines for Assessing the Cultural Significance of Indiana's Extant Metal Truss Bridges (1872-1942)* will also be consulted.

Task 3.1 Prepare evaluation criteria

Based on the results of the historic context report and the meeting (see Task 10.4), the CONSULTANT will develop bridge evaluation criteria and implementation procedures for determining which bridges are National Register eligible. These criteria will focus on significance at the state level but will also identify significant local trends and developments found during research. If Indiana played a national role in any innovations affecting the subject structures, possible national levels of significance will also be identified.

Criterion A will be developed to recognize structures that have an important association with significant events, trends or patterns in transportation history. Some structures that are primarily significant for their transportation function may also be associated with secondary themes. Significant secondary themes will be identified as appropriate to clarify the possible significance of structures. Secondary themes may include:

- Community planning and development
- Industry and commerce
- Social history
- Politics/government

Criterion C will be developed to identify structures that are significant representations of:

- Features common to its type, period, or method of construction
- Technological advances
- A variation, evolution, or transition that reflects an important phase in bridge construction
- High artistic value
- The work of a master

It is not anticipated that structures will be evaluated for eligibility under Criteria B or D. The Criteria for Evaluation will explain in detail why Criteria B and D are not expected to apply.

Task 3.2 Develop integrity considerations

Based on the results of the historic context report and the meeting (see Task 10.4), the CONSULTANT will develop integrity considerations that may apply to the subject structures. Integrity considerations, especially when inconsistent with the original design, may include:

- Widening the superstructure
- Replacing the superstructure after 1965
- Changing or removing a railing or parapet that is integral to the superstructure
- Replacing or adding main structural member

The CONSULTANT will review the work history field in the NBI database to determine types of alterations that will inform development of integrity considerations. These considerations will be incorporated into the draft and final evaluation criteria report.

Task 3.3 Prepare Draft evaluation criteria and implementation procedures

The CONSULTANT will submit a Draft Evaluation Criteria and Implementation Procedures report to INDOT for review. INDOT will complete a quality review of the draft report within 5 days of receipt. If the draft appears satisfactory, it will be submitted for concurrent review by INDOT, INSHPO, and FHWA Indiana. If INDOT provides written comments, the CONSULTANT will revise the evaluation criteria and implementation procedures to address and incorporate INDOT's comments. INDOT, INSHPO, and FHWA Indiana will review the CONSULTANT's revised draft within 30 days of receipt. Based on that review, INDOT will compile INDOT, INSHPO, and FHWA Indiana comments and provide the CONSULTANT with one set of comments.

Task 3.4 Final evaluation criteria and implementation procedures

Based upon that review, INDOT will compile INDOT, INSHPO, and FHWA Indiana comments and provide the CONSULTANT with any additional written comments, and the CONSULTANT will incorporate the comments. The CONSULTANT will submit the final report to INDOT for review and approval.

Project Deliverables: Bridge evaluation criteria and implementation procedures. Final criteria and procedures will be provided in hard copy (5 copies) and on CD in PDF format (10 copies).

Task 4. Conduct Bridge Inventory

Task 4.1 Develop a historic bridge inventory database template

The CONSULTANT will work with INDOT System's Technology staff to develop a historic bridge inventory database template for all bridges built prior to and in the year 1965. The Database will be developed in Access and will include relevant NBI data elements (approximately 60 item numbers are expected to be included) and additional relevant fields not included in the NBI. The database will be separate from NBI, but compatible with NBI. Additional relevant fields not in NBI are expected to include:

- Historic bridge name (if known)
- Bridge number (County Bridge # or State Bridge #)

- Bridge located in park or on private property
- Bridge type details (especially for trusses not distinguished in NBI)
- Unique bridge number
- Unique design features
- Structural features
- Integrity problems
- Bridge designer and builder (if known)
- Aesthetic treatments
- Historical association
- Indiana Historic Sites and Structures (IHSS) inventory numbers
- National Register eligibility determinations
- "Select/Non-Select" status (this field will be filled after Task 7 is completed)
- Data to back up the "Select/Non-Select" decision (to be determined during Task 6)
- NBI Item 37 for historic significance (with corrected data)

Identification of selected NBI data elements and new data elements not presently in the NBI will be coordinated with INDOT, FHWA Indiana, and INSHPO. The CONSULTANT will submit the draft database template to INDOT. INDOT, INSHPO, and FHWA Indiana will review the draft database template with proposed fields based on NBI elements and other relevant information before any data is collected. Based upon that review, INDOT will provide the CONSULTANT with written comments. The CONSULTANT will incorporate the comments and INDOT will review and approve the final database template.

Project Deliverable: Historic bridge inventory database template recorded electronically in Access with Excel spreadsheet export capability, provided on CD (10 copies)

Task 4.2 Populate database

The CONSULTANT will populate the database with NBI data and LTAP data for approximately 7,300 bridges. This task includes quality review of data to identify and address errors, omissions, and inconsistencies.

Task 4.3 Incorporate non-NBI bridges into the database

The CONSULTANT, in consultation with INDOT, will incorporate up to 50 non-NBI bridges identified by the public and interest groups during Tasks 8.4 and 9.1 into the database. Not all NBI database fields will be available.

Task 4.4 Determine project approach for Part 2

The CONSULTANT, in consultation with INDOT (see Task 10.5), will determine the proposed approach for succeeding tasks. INDOT will receive a memo of understanding outlining the proposed approach for review and comment.

Subsequent items under this task will be completed under a separate work scope.

Task 4.5 Collect bridge inventory data for all subgroups – Reserved (a detailed scope and cost proposal will be developed at a later date).

Task 5. Analyze Inventory Data to Make Eligibility Determinations – Reserved (a detailed scope and cost proposal will be developed at a later date).

Task 6. Develop Criteria for Identification of “Select” and “Non-Select” Bridges – Reserved (a detailed scope and cost proposal will be developed at a later date).

Task 7. Analyze Inventory Data to Make “Select” and “Non-Select” Determinations – Reserved (a detailed scope and cost proposal will be developed at a later date).

Task 8. Public Involvement – This task will be undertaken concurrently with Tasks 1 through 4.1, as appropriate. Three public presentations will be made to share information regarding the bridge inventory project, including the proposed methodology and evaluation criteria.

Task 8.1 Prepare presentation materials

The CONSULTANT will prepare a PowerPoint presentation and handouts. The CONSULTANT will submit presentation materials and handouts to INDOT for review prior to the meeting. The CONSULTANT will incorporate INDOT comments into the final version of the presentation materials and handouts prior to distribution. The final version will be used for the three presentations.

Task 8.2 County Bridge Conference presentation

If invited, the CONSULTANT will make a presentation at the County Bridge Conference, sponsored by the LTAP and Purdue University, to be held in January 2007 in West Lafayette. The CONSULTANT will work with INDOT to obtain an invitation.

Task 8.3 Road School presentation

If invited, the CONSULTANT will make a presentation at Purdue Road School, to be held in spring 2007 in West Lafayette. The CONSULTANT will work with INDOT to obtain an invitation.

Task 8.4 Public presentation

The CONSULTANT will make three presentations at locations selected in consultation with INDOT. The locations will include Indianapolis, the northern part of the state, and the southern part of the state. The CONSULTANT, in consultation with INDOT and INSHPO, will identify and invite groups, including County Historians, Historic Landmarks Foundation of Indiana and its affiliates, and the Historic Spans Task Force, and individuals with an interest in historic bridges to the meeting. The presentation will be open to the public and advertised through a public notice in the newspaper. The CONSULTANT will solicit information from attendees on bridges not included in the NBI. Such bridges may include bypassed bridges and bridges in parks.

Task 9. Supply Information for Creation of a Project Website – This task will be undertaken concurrently with Tasks 1 through 4.1, as appropriate. As part of the public involvement campaign, the CONSULTANT will assist INDOT’s Systems Technology staff, as directed, with

content and format recommendations and provide copy content drafts for INDOT approval. Development, maintenance, and technical management of the project website will be the responsibility of INDOT.

Task 9.1 Project information available on project website

On a quarterly basis, the CONSULTANT will provide information on project methodology, milestones, and public meetings to INDOT's Systems Technology staff for posting on the project website. The website will also include a form for the public to identify non-NBI bridges. This form can be printed, completed, and returned. INDOT will review all web information prepared by the CONSULTANT prior to posting and provide written comments. The CONSULTANT will incorporate INDOT comments prior to submittal to INDOT's Systems Technology staff for posting.

Task 9.2 Final historic context report available on project website

The CONSULTANT will provide the final historic context report to INDOT's Systems Technology staff in PDF format for posting on the project website.

Project Deliverables: Electronic files containing project information and report in PDF format for public outreach.

Task 10. Meetings and Project Milestones – This task will be undertaken concurrently with Tasks 1 through 4.1, as appropriate. The CONSULTANT will meet with INDOT, and any other entities (such as FHWA Indiana) as decided by INDOT, to review the scope of services, schedule, and deliverables for the project. The CONSULTANT will develop a refined schedule with meetings and project milestones outlined. Meetings may be waived by INDOT or reallocated to occur in conjunction with a different task. Additional meetings would be considered extra services. The CONSULTANT will provide INDOT with weekly progress reports via e-mail.

Task 10.1 Kick-off meeting

The CONSULTANT will meet with INDOT and other invited entities to gather historical research materials, review the project schedule, discuss the public involvement campaign, and establish the communication protocol between project participants. INDOT's Systems Technology staff will be present to discuss content and format recommendations for the project website. Minutes will be prepared and distributed to participants.

Task 10.2 Draft historic context report meeting

The CONSULTANT will meet with INDOT and other invited entities to review and discuss written comments, as provided by INDOT, on the CONSULTANT's revised draft historic context report. Minutes will be prepared and distributed to participants.

Task 10.3 Methodology meeting

The CONSULTANT will consult with INDOT and other invited entities at a meeting to discuss a methodology to separate INDOT's pre-1966 bridge population into bridge subgroups. Minutes

that document the decisions on the stratification methodology will be prepared and distributed to participants.

Task 10.4 Evaluation criteria meeting

The CONSULTANT will meet with INDOT, and other entities as decided by INDOT, to discuss how the historic context report will influence the development of criteria for evaluation and integrity considerations. Minutes will be prepared and distributed to participants.

Task 10.5 Project approach meeting

The CONSULTANT will meet with INDOT, and other entities as decided by INDOT, to discuss the proposed approach for succeeding tasks. Minutes will be prepared and distributed to participants.

Task 11. Development of the Programmatic Agreement – Reserved (a detailed scope and cost proposal will be developed at a later date).

ATTACHMENT B

Standard Treatment Approach for Historic Bridges

REHABILITATION

The following standard treatment approach applies to all Select Bridges and when the selected alternative includes preservation of a Non-Select Bridge¹:

1. The bridge owner will develop plans to rehabilitate the bridge in accordance with the Secretary of the Interior's Standards for Rehabilitation, or as close to the Standards as is practicable.
2. The bridge owner will provide rehabilitation plans to the Indiana SHPO when the design is approximately 30% complete, 60% complete, and when final design plans are complete. If the project involves a bypass of the historic bridge, then the plan submittals will include a site plan and design of the new bridge and the historic bridge. The purpose of these reviews is to evaluate the design and proximity of the new bridge in relationship to the historic bridge (if historic bridge is bypassed), ensure compliance with the Secretary of Interior's Standards for Rehabilitation, and to incorporate context sensitive design features, where practicable.
3. The Indiana SHPO will have thirty (30) days to review and provide comments to the bridge owner and notify them of any photo documentation requirements. If comments are not received within thirty (30) days, the bridge owner may assume agreement from the Indiana SHPO on the plans submitted.
4. The bridge owner will provide a written response to Indiana SHPO comments before the design is advanced to the next phase. The Indiana SHPO comments must be addressed.
5. The bridge owner will ensure that the historic bridge will be maintained for a minimum period of 25 years.
6. If the bridge is currently listed on the NRHP, then INDOT will seek approval of the Department of Interior to keep it on the Register.
7. The bridge owner will complete any photo documentation in accordance with the specifications provided by the Indiana SHPO.

¹ Applicable whether rehabilitated at existing location or relocated, whether rehabilitated for vehicular or non-vehicular use.

8. The bridge owner will ensure that the above requirements are implemented before INDOT requests construction authorization from FHWA.
9. If there is any disagreement between the Indiana SHPO and the bridge owner in carrying out this standard approach, then FHWA will consult with the Indiana SHPO and the bridge owner to resolve the disagreement. If the disagreement cannot be resolved by FHWA, then FHWA will comply with the dispute resolution stipulation of the Agreement.

DEMOLITION

The following standard treatment approach applies to Non-Select Bridges when the selected alternative includes demolition of the Non-Select Bridge:

1. The bridge owner will consult with the Indiana SHPO to determine if photo-documentation of the bridge is needed. If needed, the Indiana SHPO will specify the photo documentation standards and distribution requirements. If the Indiana SHPO does not respond within thirty (30) days, the bridge owner may assume the Indiana SHPO does not require any photo documentation.
2. The bridge owner will complete any required photo documentation in accordance with the specifications provided by the Indiana SHPO.
3. The bridge owner will ensure that the above requirements are implemented before INDOT requests construction authorization from FHWA.
4. If there is any disagreement between the Indiana SHPO and the bridge owner in carrying out this standard approach, then FHWA will consult with the Indiana SHPO and the bridge owner to resolve the disagreement. If the disagreement cannot be resolved by FHWA, then the dispute resolution process identified in the Agreement will be followed.
5. Salvage of elements that may be stored and used for future repair of similar historic bridges, if a party was identified during the bridge marketing phase of project development (see Stipulation III.B.2).

**FEDERAL HIGHWAY ADMINISTRATION
SECTION 4(f) COMPLIANCE REQUIREMENTS (for historic properties)
AND SECTION 106 FINDINGS AND DETERMINATIONS
AREA OF POTENTIAL EFFECTS
ELIGIBILITY DETERMINATIONS
EFFECT FINDING
REHABILITATION OF MARION COUNTY BRIDGE NO. 1804F CARRYING
CENTRAL AVENUE OVER FALL CREEK IN THE CITY OF INDIANAPOLIS,
CENTER TOWNSHIP, MARION COUNTY, INDIANA
DES. NO.: 1382070**

AREA OF POTENTIAL EFFECTS

(Pursuant to 36 CFR Section 800.4(a)(1))

The project is located on Central Avenue over Fall Creek in the City of Indianapolis, Center Township, Marion County. The area of potential effect (APE) includes those areas of existing and proposed right-of-way (ROW), incidental construction, including immediately adjacent properties and those areas where a visual differentiation may occur between an existing structure and the project area.

ELIGIBILITY DETERMINATIONS

(Pursuant to 36 CFR Section 800.4(c)(2))

The APE contains three contributing resources to National Register of Historic Places (NRHP)-2002 listed resource, Indianapolis Park & Boulevard System. The three contributing resources to the NRHP-listed Indianapolis Park & Boulevard System:

- 1) Marion County Bridge 1803F/College Avenue Bridge
 - NBI No. 4900142; listed 2002 under Criterion C: Architecture;
- 2) Marion County Bridge 1804F/Central Avenue Bridge
 - NBI No. 490014; listed 2002 under Criterion C: Architecture;
- 3) Marion County Bridge 1805F/Delaware Street Bridge
 - NBI No. 4900144; listed 2002 under Criterion C: Architecture.

The APE also contains four resources recommended eligible for listing in the NRHP:

- 1) Sutherland Avenue Historic District/Sites #098-296-09001 through 09015
 - eligible under Criteria C: Architecture;
- 2) 556 E Fall Creek Pkwy N Dr/Site #098-296-00683
 - eligible under Criteria C: as an example of Colonial Revival House;
- 3) Broadway Methodist Episcopal Church/Site #098-296-00685
 - eligible under Criteria C as an example of Gothic Revival Church; and
- 4) 516 Sutherland Avenue
 - eligible under Criteria C: as an example of American Four Square.

EFFECT FINDING

(Pursuant to 36 CFR 800.4(d)(1))

- Indianapolis Parks & Boulevard System
“No Adverse Effect”
- Sutherland Avenue Historic District/Sites #098-296-09001 through 09015
“No Adverse Effect”
- 556 E Fall Creek Pkwy N Drive/ Site #098-296-00683
“No Adverse Effect”
- Broadway Methodist Episcopal Church/Site #098-296-00685
“No Adverse Effect”
- 516 Sutherland Avenue
“No Adverse Effect”

SECTION 4(f) COMPLIANCE REQUIREMENTS

Indianapolis Parks & Boulevard System (primarily bounded by the 1909 City Limits: 38th Street on the north, Emerson Avenue on the east, Southern on the south and Tibbs Avenue to the west)-- This undertaking will not convert property from *Indianapolis Park & Boulevard System*, a designed- *parks, parkways and boulevards system*, a Section 4(f) historic property, to a transportation use; FHWA has determined the appropriate Section 106 determination of "No Adverse Effect"; therefore, no Section 4(f) evaluation is required. FHWA respectfully requests the Indiana State Historic Preservation Officer provide written concurrence with the Section 106 determination of "No Adverse Effect."

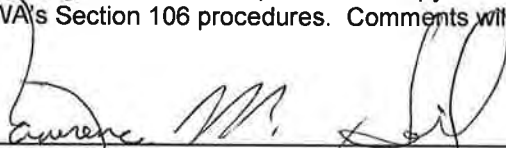
Sutherland Avenue Historic District (Sites #098-296-09001 through 09015)—This undertaking will not convert property from *Sutherland Avenue Historic District*, a Section 4(f) historic property, to a transportation use; FHWA has determined the appropriate Section 106 determination of "No Adverse Effect"; therefore, no Section 4(f) evaluation is required. FHWA respectfully requests the Indiana State Historic Preservation Officer provide written concurrence with the Section 106 determination of "No Adverse Effect."

556 E Fall Creek Pkwy N Dr (Site #098-296-00683)—This undertaking will not convert property from *556 E Fall Creek Pkwy N Dr*, a Section 4(f) historic property, to a transportation use; FHWA has determined the appropriate Section 106 determination of "No Adverse Effect"; therefore, no Section 4(f) evaluation is required. FHWA respectfully requests the Indiana State Historic Preservation Officer provide written concurrence with the Section 106 determination of "No Adverse Effect."

Broadway Methodist Episcopal Church (Site #098-296-00685)—This undertaking will not convert property from *Broadway Methodist Episcopal Church*, a Section 4(f) historic property, to a transportation use; FHWA has determined the appropriate Section 106 determination of "No Adverse Effect"; therefore, no Section 4(f) evaluation is required. FHWA respectfully requests the Indiana State Historic Preservation Officer provide written concurrence with the Section 106 determination of "No Adverse Effect."

516 Sutherland Avenue – This undertaking will not convert property from *516 Sutherland Avenue*, a Section 4(f) historic property, to a transportation use; FHWA has determined the appropriate Section 106 determination of "No Adverse Effect"; therefore, no Section 4(f) evaluation is required. FHWA respectfully requests the Indiana State Historic Preservation Officer provide written concurrence with the Section 106 determination of "No Adverse Effect."

Consulting parties will be provided a copy of the findings and determinations in accordance with INDOT and FHWA's Section 106 procedures. Comments will be accepted for 30 days upon receipt of the findings.


Richard J. Marquis
Indiana Division Administrator
FHWA

2-10-2014
Approved Date

DNR Indiana Department of Natural Resources

Division of Historic Preservation & Archaeology-402 W. Washington Street, W274-Indianapolis, IN 46204-2739
Phone 317-232-1646-Fax 317-232-0693-dhpa@dnr.IN.gov



April 3, 2014

Richard J. Marquis
Indiana Division Administrator
Federal Highway Administration
575 N. Pennsylvania Street, Room 254
Indianapolis, Indiana 46204

Federal Agency: Federal Highway Administration ("FHWA")

Re: Federal Highway Administration's finding of "No Adverse Effect," with supporting documentation, regarding the Rehabilitation of Marion County Bridge No. 1804F Carrying Central Avenue over Fall Creek in the City of Indianapolis, Center Township, Marion County, Indiana (Des. No. 1382070; DHPA No. 14707)

Dear Mr. Marquis:

Pursuant to Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. § 470f), 36 C.F.R. Part 800, and the "Programmatic Agreement . . . Regarding Management and Preservation of Indiana's Historic Bridges" ("Historic Bridges PA"), the staff of the Indiana State Historic Preservation Officer has reviewed the documents submitted with Butler, Fairman & Seufert's letter dated March 5, 2014, and received on March 6, 2014, for the project concerning Marion County Bridge No. 1804F (NBI No. 4900143) carrying Central Avenue over Fall Creek in the City of Indianapolis, Center Township, Marion County, Indiana.

As previously indicated, based upon the documentation available to the staff of the Indiana SHPO, we have not identified any currently known archaeological resources listed in or eligible for inclusion in the National Register of Historic Places ("NRHP") within the proposed project area. Therefore, we concur with the opinion of the archaeologist, as expressed in the Indiana archaeological short report (Zoll, rev. 4/30/2013), that no additional archaeological investigations appear necessary in the proposed project area.

The February 10, 2014, effect finding document provides findings for each of the five NRHP-listed or eligible properties within the area of potential effects ("APE"). The document does not state an overall effect finding for this undertaking, but in light of the findings for the five historic properties, we surmise that the finding for the effect on the undertaking as a whole necessarily would be "No Adverse Effect." That interpretation is implied in the last paragraph of point 6. in the documentation provided pursuant to 36 C.F.R. § 800.5(c). We concur that the work proposed here is not an adverse effect, in the context of this particular review.

We have been asked to concur in the individual "No Adverse Effect" findings for the five historic properties within the APE:

- Indianapolis Parks & Boulevard System. Implicit in the finding for this property is the reasoning that rebuilding Bridge 1804F, reusing most of the stone components on the railings and on the exterior of the spandrel walls while replacing the less-durable sandstone blocks in the arches with concrete, will not result in the removal of a resource that contributes to the significance of the NRHP-listed historic district of which it is a part. For the purposes of this particular undertaking, we do not object.
- Sutherland Avenue Historic District. We concur with the "No Adverse Effect" finding, while noting that the documentation says that the NRHP-eligible district "will not be visually or physically impacted by the preferred alternative."

- 556 E. Fall Creek Pkwy. We concur with the “No Adverse Effect” finding, while noting that the documentation says that the NRHP-eligible house “will not be visually or physically impacted by the preferred alternative.”
- Broadway Methodist Episcopal Church. We concur with the “No Adverse Effect” finding, while noting that the documentation says that the NRHP-eligible church “will not be visually or physically impacted by the preferred alternative.”
- 516 Sutherland Avenue. We concur with the “No Adverse Effect” finding, while noting that the documentation says that the NRHP-eligible house “will not be visually or physically impacted by the preferred alternative.”

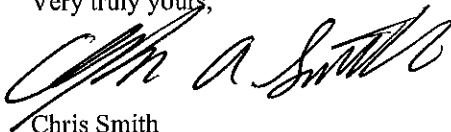
Point 5. in the documentation states that the preferred alternative for this project includes “an environmental mitigation commitment” to take “preemptive maintenance measures to improve drainage and to avoid further deterioration” to the nearby College Avenue Bridge over Fall Creek (Marion County Bridge 1803F). We welcome these measures as a way to avoid—we would hope—having to deal with a situation involving that bridge in the near future that is similar to that which FHWA, the bridge owner, and the other consulting parties are facing here with the Central Avenue Bridge. This is the kind of foresight needed to keep Indiana’s Select bridges viable. In the context of reviews under 36 C.F.R. Part 800, however, mitigation typically is called for when a Federal undertaking there may have an adverse effect on a historic property that cannot be avoided or minimized.

We note, also, that this project has been deemed a “rehabilitation” of Bridge 1804F. Given the amount of historic fabric that is proposed for replacement, it appears that what we understand to be the bridge engineering usage of “rehabilitation” has been applied here. In future projects involving work on Select or Non-Select bridges, we recommend that “rehabilitation” be used only when the scope of work would treat the “the bridge in accordance with the Secretary of the Interior’s Standards for Rehabilitation, or as close to the Standards as is practicable” (see Historic Bridges PA, Attachment B, Standard Treatment Approach for Historic Bridges, Rehabilitation, point 1.).

If any archaeological artifacts or human remains are uncovered during construction, demolition, or earthmoving activities, state law (Indiana Code 14-21-1-27 and 29) requires that the discovery must be reported to the Department of Natural Resources within two (2) business days. In that event, please call (317) 232-1646. Be advised that adherence to Indiana Code 14-21-1-27 and 29 does not obviate the need to adhere to applicable federal statutes and regulations.

If you have questions about archaeological issues, please contact Wade T. Tharp at (317) 232-1650 or wtharp1@dnr.IN.gov. If you have questions about buildings or structures, please contact John Carr at (317) 233-1949 or jcarr@dnr.IN.gov.

Very truly yours,



Chris Smith
Deputy Director
Indiana Department of Natural Resources

CS:WTT:JLC:jlc

cc: Britta Rees, Butler, Fairman & Seufert, Inc.

emc: Lawrence Heil, P.E., Federal Highway Administration, Indiana Division
Patrick Carpenter, Indiana Department of Transportation
Shaun Miller, Indiana Department of Transportation
Mary Kennedy, Indiana Department of Transportation
Melany Prather, Indiana Department of Transportation
Britta Rees, Butler, Fairman & Seufert, Inc.

**FEDERAL HIGHWAY ADMINISTRATION'S
SECTION 106 FINDINGS AND DETERMINATIONS
AREA OF POTENTIAL EFFECT
ELIGIBILITY DETERMINATIONS
EFFECT FINDING
Wells County Bridge No. 193 over Wabash River
Rock Creek Township, Wells County, Indiana
Des. No. 1297550**

**AREA OF POTENTIAL EFFECT
(Pursuant to 36 CFR Section 800.4(a)(1))**

The Area of Potential Effects (APE) for this project has been determined to consist of an area along North CR 300 West, 1,500 ft north and south of the center of Bridge No. 193, with a width of 750 ft on either side of the centerline of CR 300 W. A graphical depiction of the APE is presented as **Appendix A, page 3** of the attached Section 800.11(d) document.

**ELIGIBILITY DETERMINATIONS
(Pursuant to 36 CFR 800.4(c)(2))**

The APE does not contain properties listed in the National Register of Historic Places (NR). The APE contains one property that is eligible for NR listing: the CR 300 W Bridge over the Wabash River, Bridge No. 193 (NBI No. 9000144). Bridge 193 is eligible for listing in the National Register of Historic Places under Criterion C, because of its unusual design features and also for being a Parker through-truss bridge, of which fewer than six examples remain within INDOT's Fort Wayne District.

No other resources located within the APE for this project are NR-eligible or NR-listed.

**EFFECT FINDING
(Pursuant to 36 CFR 800.4(d)(1))**

Per the terms of the "Programmatic Agreement Regarding Management and Preservation of Indiana's Historic Bridges" (Historic Bridges PA), the Federal Highway Administration—Indiana Division (FHWA) will satisfy its Section 106 responsibilities involving "Select" and "Non-Select" bridges through the Project Development Process (PDP) of the Historic Bridges PA (Stipulation III). Bridge 193 has been classified as a "Select" bridge by the INDOT Historic Bridge Inventory and, thus, the procedures outlined in Stipulation III.A. of the Historic Bridges PA will be followed to fulfill FHWA's Section 106 responsibilities for the bridge. Additionally, because rehabilitation of the bridge is the preferred alternative, the standard treatment approach, described in Attachment B of the Historic Bridges PA (Standard Treatment Approach for Historic Bridges) will be followed.

Therefore, the finding for this project only applies to resources located within the APE other than Bridge 193. This document will satisfy the Section 106 responsibilities for other resources

located in the APE. Regarding other resources located in the APE, the INDOT, on behalf of the FHWA, has determined a "No Historic Properties Affected" finding is appropriate because no other NR-eligible or NR-listed properties are present within the APE.

INDOT respectfully requests that the Indiana State Historic Preservation Officer provide written concurrence with this Section 106 determination of effect.

SECTION 4(f) COMPLIANCE REQUIREMENTS (for historic properties)

This undertaking will not convert properly from any Section 4(f) historic property to a transportation use; the INDOT, acting on FHWA's behalf, has determined the appropriate Section 106 finding is "No Historic Properties Affected"; therefore no Section 4(f) evaluation is required.

Consulting parties will be provided a copy of the project findings and determinations in accordance with FHWA and INDOT's Section 106 procedures. Comments will be accepted for 30 days upon receipt of the findings.



Patrick Carpenter for FHWA
Manager
INDOT Cultural Resources

6/10/2014

Approved Date

DNR Indiana Department of Natural Resources

Division of Historic Preservation & Archaeology 402 W. Washington Street, W274-Indianapolis, IN 46204-2739
Phone 317-232-1646 Fax 317-232-0693 dhpa@dnr.IN.gov



July 9, 2014

Patrick A. Carpenter
Manager, Cultural Resources Office
Environmental Services Division
Indiana Department of Transportation
100 North Senate Avenue, Room N642
Indianapolis, Indiana 46204

Federal Agency: Federal Highway Administration ("FHWA")

Re: Indiana Department of Transportation's finding of "no historic properties affected" on behalf of the Federal Highway Administration concerning improvements to Wells County Bridge No. 193 carrying CR 300W over the Wabash River (Designation No. 1297550; DHPA No. 15243; DLZ No. 1361-2144-50)

Dear Mr. Carpenter:

Pursuant to Section 106 of the National Historic Preservation Act (16 U.S.C. § 470f), 36 C.F.R. Part 800, and the "Programmatic Agreement among the Federal Highway Administration, the Indiana Department of Transportation, the Advisory Council on Historic Preservation, the Indiana State Historic Preservation Officer regarding the implementation of the Federal Aid Highway Program in the State of Indiana," the staff of the Indiana State Historic Preservation Officer ("Indiana SHPO") has conducted an analysis of the materials dated June 10, 2014, and received on June 12, 2014, for the above indicated project in Rock Creek Township, Wells County, Indiana.

In regard to buildings and structures, other than Bridge No. 193, we have not identified any historic buildings, structures, districts, or objects listed in or eligible for inclusion in the National Register of Historic Places ("NRHP") within the probable area of potential effects. We have noted that Bridge No. 193; NBI No. 9000144 has been classified as a "Select" bridge by the INDOT Historic Bridge Inventory and, thus, the procedures outlined in Stipulation III.A. of the Historic Bridges PA will be followed to fulfill FHWA's Section 106 responsibilities for the bridge. Therefore, the finding for this project only applies to other resources located within the APE and not Bridge No. 193; NBI No. 9000144.

Additionally, as previously indicated, based upon the submitted information and the documentation available to the staff of the Indiana SHPO, we have not identified any currently known archaeological resources listed in or eligible for inclusion in the NRHP within the proposed project area; and we concur with the opinion of the archaeologist, as expressed in the archaeological records review (McCullough, 12/2/2013), that no further archaeological investigations appear necessary at this project location. However, this identification is subject to the project activities remaining within areas disturbed by previous construction of a recent and non-historical nature. If archaeological deposits are encountered from the post-contact period, they will be evaluated regarding their eligibility for the NRHP in consultation with the staff of the Indiana SHPO. Please contact our office if such deposits are encountered. The archaeological recording must be done in accordance with the Secretary of the Interior's "Standards and Guidelines for Archaeology and Historic Preservation" (48 F.R. 44716) and a report of the archaeological documentation must be submitted to our office for review and comment.

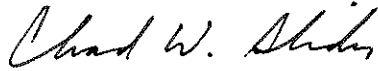
Therefore, we concur with the INDOT's June 10, 2014, finding, on behalf of the FHWA, that there are no historic buildings, structures, districts, objects, or archaeological resources within the area of potential effects that will be affected by the above indicated project.

Please keep in mind this identification is subject to the project activities remaining within areas disturbed by previous construction. Additionally, if any archaeological artifacts or human remains are uncovered during construction, demolition, or earthmoving activities, state law (Indiana Code 14-21-1-27 and 29) requires that the discovery must be reported to the Department of Natural Resources within two (2) business days. In that event,

please call (317) 232-1646. Be advised that adherence to Indiana Code 14-21-1-27 and 29 does not obviate the need to adhere to applicable federal statutes and regulations.

If you have questions about archaeological issues please contact Wade T. Tharp at (317) 232-1650 or wtharp1@dnr.IN.gov. If you have questions about buildings or structures please contact Ashley Thomas at (317) 234-7034 or asthomas@dnr.IN.gov.

Very truly yours,



Mitchell K. Zoll
Deputy State Historic Preservation Officer

MKZ:ADT:WTT:wt

enc: Patrick A. Carpenter, Indiana Department of Transportation
Shaun Miller, Indiana Department of Transportation
Mary Kennedy, Indiana Department of Transportation
Melany Prather, Indiana Department of Transportation
Douglas S. Terpstra, ASC Group, Inc.
Ross Nelson, ASC Group, Inc.
Robert G. McCullough, Ph.D., McCullough Archaeological Services, L.L.C.
Jason Stone, DLZ Indiana, L.L.C.



INDIANA DEPARTMENT OF TRANSPORTATION

100 North Senate Avenue
Room N642
Indianapolis, Indiana 46204

PHONE: (317) 233-2061
FAX: (317) 233-4929

Michael R. Pence, Governor
Karl B. Browning, Commissioner

June 13, 2014

Mr. Chad Slider
Assistant Director
Indiana Department of Natural Resources
Division of Historic Preservation and Archaeology
402 W. Washington Street, W274
Indianapolis, IN 46204

Re: 100% State-Funded Repair Work
Jewettsport Ford Bridge, SR 225 over Wabash River
Bridge No. 225-79-04016F; NBI No. 29150
Tippecanoe County
Des. No. 1400690

Dear Mr. Slider:

The Indiana Department of Transportation (INDOT) is proposing to make repairs to the National Register of Historic Places (National Register) eligible Jewettsport Ford Bridge (Bridge No. 225-79-04016F; NBI No. 29150) near Battle Ground in Tippecanoe County. This repair work would be implemented with 100% state funds. During a recent inspection, it was discovered that two structural members are cracked and in need of repair. The first critical find was a crack in the span A downstream truss diagonal U3L4. The second critical find was a crack in the span C downstream truss vertical U7L7. In the time that has elapsed since this inspection, a load rating analysis has been completed for this bridge to account for these cracks. This bridge is currently posted for 12 tons and has a speed limit of 10 m.p.h.

As detailed in the attached certificate of approval (COA) application, the repair work would consist of setting up and deconstructing detour signs, removing/measuring the existing cracked members, replacing removed members and rivets (using round headed bolts) with similarly sized and shaped steel members, replacing connection plate for below-deck portion of diagonal member with similar steel plate. All of the work should be able to be completed from the bridge deck. Temporary tension cables will be used when replacing the cracked members and will be removed after completion without any consequence to the bridge.

The impacts to this historic bridge will be minimized to the fullest extent possible. The proposed repair work is only going to affect those parts of the bridge that are in most need of repair. After the work is complete, the general motoring public will have little indication that these repairs have taken place. INDOT plans to remove the cracked structural members and conduct research on them to better understand the material composition of this bridge and better inform future maintenance and repair work on the structure.

It is INDOT's opinion that the repair work will not jeopardize any historic aspect of the structure. The Jewettsport Ford Bridge is the only historic resource to be impacted by this project.

With regard to archaeological resources, repair of the bridge is restricted to only the deteriorated structural members on the bridge and no new ground disturbance is required. Since all proposed work will occur on the bridge itself,

there are no archaeological concerns since no undisturbed soils will be impacted. The proposed rehabilitation of the bridge does not have the potential to impact archaeological resources and no further assessment is recommended.

In order to comply with Indiana Code § 14-21-1-18(a) and (b) for this 100% state-funded project involving a state-owned historic resource, INDOT is submitting the project information on a COA application for your review (enclosed). However, it is INDOT's opinion that the scope of work for this repair project will not have an adverse impact on the historic bridge or any other historic property. Consequently, we do not think it will be necessary to obtain a COA for this project from the Indiana Historic Preservation Review Board and rather the project can be cleared with a "director's letter of clearance." Please respond to confirm whether this is the case.

Should you desire to meet to discuss the project and review the proposed project details with INDOT staff, please let us know as soon as possible so a meeting can be arranged. Should you have any questions regarding these materials, please do not hesitate to contact Mary Kennedy of this section at mkennedy@indot.in.gov or 317-232-5215. Thank you in advance for your cooperation in this matter.

Sincerely,

Mary E Kennedy
for

Patrick Carpenter, Manager
Cultural Resources Office
Environmental Services

PAC/MEK/mek
Enclosures

cc: OES project files

emc: INDOT Crawfordsville District Staff
INDOT Bridge Rehabilitation Staff

DNR Indiana Department of Natural Resources

Division of Historic Preservation & Archaeology • 402 W. Washington Street, W274 • Indianapolis, IN 46204-2739
Phone 317-232-1646 • Fax 317-232-0693 • dhpa@dnr.IN.gov



July 2, 2014

Patrick Carpenter, Manager
Cultural Resources Office
Environmental Services
Indiana Department of Transportation
100 North Senate Avenue, Room N642
Indianapolis, Indiana 46204

State Agency: Indiana Department of Transportation (“INDOT”)

Re: Application for a certificate of approval for the 100% State-Funded Repair Work, Jewettsport Ford Bridge, SR 225 over Wabash River (Bridge No. 225-79-04016F; NBI No. 29150), Tippecanoe County (Des. No. 1400690; DHPA No. 16321)

Dear Mr. Carpenter:

Pursuant to Indiana Code 14-21-1-18 and 312 IAC 20-4, the Indiana Department of Natural Resources, Division of Historic Preservation and Archaeology (“DHPA”) has reviewed the application submitted under your cover letter dated June 13, 2014, and received by DHPA on the same day, for the aforementioned project, 0.6 mile north of SR 25 along SR 225 in Tippecanoe County, Indiana.

According to INDOT’s certificate of approval application, the Jewettsport Ford Bridge on SR 225 over Wabash River (Bridge No. 225-79-04016F; NBI No. 29150; IHSSI No. 157-332-05031) is a four-span, all riveted, full-hip, Pratt through truss bridge with a total length of 632 feet built. It was designed by Everett B. Vawter, and was built by the Lafayette Engineering Company in 1912. According to a 1987 survey by Dr. James L. Cooper, the bridge was fabricated by the American Bridge Company. The *Indiana Historic Bridge Inventory* rated the Jewettsport Ford Bridge eligible for inclusion in the National Register of Historic Places under Criterion C, and it was also rated Select in that same inventory. INDOT may conduct a study of the two, cracked structural members that it proposes to remove to gain a better understanding of their material composition and to inform future maintenance and repair work. INDOT’s interest in studying the bridge suggests to DHPA staff that the bridge might also have Criterion D significance. The DHPA staff considers the Jewettsport Ford Bridge to be a state-owned historic structure.

The application indicates that the need for this repair project arises from cracks in two structural members on the bridge, span A downstream truss diagonal U3L4 and span C downstream truss vertical U7L7. In response to questions from the DHPA staff, Zachary Snively of INDOT on June 23, 2014, forwarded another e-mail of the same date from Daniel Clark, P.E., of INDOT. Mr. Clark explained that the alternative to replacement of the two structural members would involve removing a significant portion of one end of each member and splicing in a replacement piece, an expensive process involving additional bolting and other complications. Welding would not be viable because the members in question are “fracture critical,” and welding could cause further cracking. Also, because the composition of the steel in the original members is unknown, it is unclear whether the material used in welding would be compatible.

INDOT’s application describes the proposed repairs as follows:

The work to be completed includes setting up and deconstructing detour signs, removing/measuring the existing cracked members, replacing removed members and rivets (using round headed bolts) with similarly sized and shaped steel members, replacing connection plate for below-deck portion of diagonal member with similar steel plate. All of the work should be able to be completed from the bridge deck. Temporary tension cables will be used when replacing the cracked members and will be removed after completion without any consequence to the bridge.

Based on INDOT's description of the project in the certificate of approval application, the DHPA staff believes that the Jewettsport Ford Bridge is the only historic structure or historic site on which this project would have any impact.

Because of the difficulties involved in attempting to repair span A downstream truss diagonal U3L4 and span C downstream truss vertical U7L7, the DHPA staff believes that replacement of those two truss members with similar, new members is in keeping with "The Secretary of the Interior's Standards for the Treatment of Historic Properties with Guidelines for Preserving, Rehabilitating, Restoring, and Reconstructing Historic Buildings."

In a June 25, 2014, e-mail message, Mary Kennedy of INDOT assured the DHPA staff that the INDOT Crawfordsville District will commit to restricting all work and access to the roadway and the bridge, thus avoiding any possible disturbance of nearby archaeological sites.

Ms. Kennedy also explained to the DHPA staff in a June 30, 2014, e-mail that it is uncertain at this time whether approval will be given for testing the materials in the two truss members that are proposed for removal. However, she stated that INDOT will commit to providing DHPA with either a report on the testing or notice that INDOT has decided not to perform the testing.

DHPA is pleased that INDOT is repairing this historic bridge, which is one of the oldest still in use on the state highway system.

Based on DHPA's understanding of the 100% State-Funded Repair Work on the Jewettsport Ford Bridge, on SR 225 over the Wabash River in Tippecanoe County, there will be no adverse impact on any known historic site or historic structure that is state-owned. Therefore, under Subsection 11(c) of 312 IAC 20-4, a certificate of approval will not be necessary from the Indiana Historic Preservation Review Board for this project.

Pursuant to 312 IAC 20-4-11(g), within fifteen (15) days after this determination, an interested person may request a member of the review board to provide public hearing and review under 312 IAC 2-3. The designated member shall issue a determination whether an application for a certificate of approval must be filed. If the designated member determines an application must be filed, the division shall place the completed application on the agenda of the review board's next meeting. If the designated member determines that an application for a certificate is not required, the division director's letter of clearance is affirmed. A determination under this subsection is not effective until the later of the following:

- (1) fifteen (15) days after issuance of the determination; or
- (2) the day resulting from a notice given under 312 IAC 2-3-7(d).

If any archaeological artifacts, features, or human remains are uncovered during construction, state law (Indiana Code 14-21-1-27 and -29) requires that the discovery be reported to the Department of Natural Resources within two (2) business days. In that event, please call (317) 232-1646.

If you have any questions regarding this determination, please contact the DHPA. Questions about archaeological issues should be directed to Dr. Rick Jones at (317) 233-0953 or rjones@dnr.IN.gov. Questions about historic buildings or structures pertaining to this project should be directed to John Carr at (317) 233-1949 or jcarr@dnr.IN.gov. In any future correspondence regarding the 100% State-Funded Repair Work on the Jewettsport Ford Bridge, on SR 225 over the Wabash River in Tippecanoe County, please refer to DHPA No. 16321.

Very truly yours,



Mitchell K. Zoll
Director, Division of Historic Preservation & Archaeology

MKZ:JLC:jlc

emc: Patrick Carpenter, Indiana Department of Transportation
Mary Kennedy, Indiana Department of Transportation
Shaun Miller, Indiana Department of Transportation
Melany Prather, Indiana Department of Transportation
Zachary Snively, Indiana Department of Transportation
Daniel Clark, P.E., Indiana Department of Transportation
Brock Ervin, Indiana Department of Transportation
Tippecanoe County Board of Commissioners, c/o Jennifer Weston, Tippecanoe County Auditor
Phyllis Hall, Clerk-Treasurer, Town of Battle Ground
Lawrence Heil, P.E., Federal Highway Administration, Indiana Division
Dan Bortner, Director, Division of State Parks and Reservoirs, Indiana Department of Natural Resources
Ben Clark, Division of State Parks and Reservoirs, Indiana Department of Natural Resources
Kathy Atwell, Tippecanoe County Historian
Tippecanoe County Historical Association
Wabash Valley Trust for Historic Preservation
Paul Brandenburg, Indiana Historic Spans Task Force
James L. Cooper, Ph.D., historian, Greencastle
Indiana Landmarks, Western Regional Office

DNR Indiana Department of Natural Resources

Division of Historic Preservation & Archaeology 402 W. Washington Street, W274-Indianapolis, IN 46204-2739
Phone 317-232-1646 Fax 317-232-0693 dhpa@dnr.IN.gov



July 24, 2014

C. J. Cunningham
The Troyer Group, Inc.
550 South Union Street
Mishawaka, Indiana 46544

Federal Agency: Federal Highway Administration ("FHWA")

Re: Historic properties report (Kowalczyk, 06/16/2014), and archaeological records check and Phase Ia field reconnaissance report (Arnold, 03/06/2014), for the construction of a multi-use path and improvements to Merrifield Park (Designation No. 1382760; DHPA No. 16385)

Dear Mr. Cunningham:

Pursuant to Section 106 of the National Historic Preservation Act (16 U.S.C. § 470f), 36 C.F.R. Part 800, and the "Programmatic Agreement among the Federal Highway Administration, the Indiana Department of Transportation, the Advisory Council on Historic Preservation, the Indiana State Historic Preservation Officer regarding the implementation of the Federal Aid Highway Program in the State of Indiana," the staff of the Indiana State Historic Preservation Officer ("Indiana SHPO") has conducted an analysis of the materials dated June 23, 2014, and received on June 25, 2014, for the above indicated project in the City of Mishawaka, St. Joseph County, Indiana.

Based upon the documentation available to the staff of the Indiana SHPO, we have not identified any currently known archaeological resources listed in or eligible for inclusion in the National Register of Historic Places ("NRHP") within the proposed project area; and we concur with the opinion of the archaeologist, as expressed in the archaeological records check and Phase Ia field reconnaissance report (Arnold, 03/06/2014), that no further archaeological investigations appear necessary at this project location.

If any archaeological artifacts or human remains are uncovered during construction, demolition, or earthmoving activities, state law (Indiana Code 14-21-1-27 and 29) requires that the discovery must be reported to the Department of Natural Resources within two (2) business days. In that event, please call (317) 232-1646. Be advised that adherence to Indiana Code 14-21-1-27 and 29 does not obviate the need to adhere to applicable federal statutes and regulations.

In regard to buildings and structures, we concur with The Troyer Group's assessment that Merrifield Park (site # 141-597-53001), and sites ID001 through ID014 are not eligible for inclusion in the NRHP.

Additionally, we do not concur with The Troyer Group's assessment that the Mishawaka Avenue Bridge over the St. Joseph River (NBI #7100052) is eligible for inclusion in the National Register of Historic Places; we believe that the structure has been significantly altered during the rehabilitation and is no longer eligible for listing on the National Register of Historic Places under Criterion C.

Upon completing its own identification and evaluation efforts, it would be appropriate for the Indiana Department of Transportation ("INDOT"), on behalf of the FHWA, to analyze the information that has been gathered from the Indiana SHPO, the general public, and any other consulting parties and make the necessary determinations and findings. Please refer to the following comments for guidance:

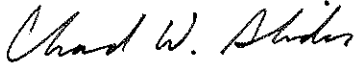
- 1) If the INDOT believes that a determination of "no historic properties affected" accurately reflects its assessment, then it shall provide documentation of its finding as set forth in 36 C.F.R., § 800.11 to the Indiana SHPO, notify all consulting parties, and make the documentation available for public inspection (36 C.F.R., §§ 800.4[d][1] and 800.2[d][2]).

- 2) If, on the other hand, the INDOT finds that an historic property may be affected, then it shall notify the Indiana SHPO, the public and all consulting parties of its finding and seek views on effects in accordance with 36 C.F.R. §§ 800.4(d)(2) and 800.2(d)(2). Thereafter, the INDOT may proceed to apply the criteria of adverse effect and determine whether the project will result in a "no adverse effect" or an "adverse effect" in accordance with 36 C.F.R. § 800.5.

Please be advised that prior to INDOT approving and issuing a finding, the 36 C.F.R., § 800.11 documentation must be submitted to INDOT for review and comment.

A copy of the revised 36 C.F.R. Part 800 that went into effect on August 5, 2004, may be found on the Internet at www.achp.gov for your reference. If you have questions about archaeological issues please contact Wade T. Tharp at (317) 232-1650 or wtharp1@dnr.IN.gov. If you have questions about buildings or structures please contact Ashley Thomas at (317) 234-7034 or asthomas@dnr.IN.gov. Additionally, in all future correspondence regarding the above indicated project, please refer to DHPA No. 16385.

Very truly yours,



Mitchell K. Zoll
Deputy State Historic Preservation Officer

MKZ:ADT:WTT:wt

emc: Patrick A. Carpenter, Indiana Department of Transportation
Shaun Miller, Indiana Department of Transportation
Mary Kennedy, Indiana Department of Transportation
Melany Prather, Indiana Department of Transportation
Edward J. Kowalczyk, The Troyer Group
Craig R. Arnold, C & L Archaeology

Kennedy, Mary

From: Diebold, Paul
Sent: Wednesday, August 27, 2014 12:10 PM
To: Kennedy, Mary; Carr, John; Slider, Chad (DNR); Zoll, Mitchell K; Carpenter, Patrick A
Subject: St. Joseph Co. Bridge #203

Mary et al.,

Thanks for providing the additional information on St. Joseph Co. Bridge #203. We did meet today to consider the eligibility of the bridge. We do not believe that the bridge continues to meet the Criteria for Evaluation.

It is our understanding that the determination of eligibility for the bridge was based on previous findings that were then accepted as part the Mead & Hunt bridge study. Despite its bridge survey evaluation that states it is eligible solely as an example of Luten's work, DHPA NR staff believe that engineer's solution for the urban setting is also important. In NR staff eyes, the City Beautiful treatments combined with the capability to carry urban traffic, were equal parts of the significance of the bridge. Many of the City Beautiful elements of the bridge were removed long before the more recent rehab of the bridge.

The more current treatment of the bridge resulted in a removal of much, if not all, of the visible surface of the Luten-designed arches and spandrels of the bridge. We have no doubt that structurally, such work was essential. We did wonder if there was a way to maintain more of the texture and appearance of the original materials – the difference being one of “replacement in kind” v. “repair with contemporary materials.” New is new, but, in this scenario, at least the traditional look of the original is maintained.

We appreciate that INDOT, the project engineers and community spent a large amount of time and money to create a special project for this bridge. We can therefore appreciate your and your colleagues' concerns over the ongoing practicality of treatments like this for historic bridges. The National Register staff does feel that the bridge, as it stands now, fits well into the historic urban environment which it occupies. Above these considerations, this project was a unique solution for a particular bridge. We feel it is too overarching to say that every such case will result in ineligibility of that particular resource.

We are aware that INDOT, DHPA and communities and constituencies we both serve are eager to avoid future situations like this. We will remain open to your feedback in order to reach the best possible result in similar situations.

Paul C. Diebold

*Team Leader, Survey & Registration
Indiana DNR-Division of Historic Preservation and Archaeology
402 W. Washington Street, Room W274
Indianapolis, IN 46204
317-232-3493 www.in.gov/dnr/historic*

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INDIANA DEPARTMENT OF TRANSPORTATION

100 North Senate Avenue
Room N642
Indianapolis, Indiana 46204

PHONE: (317) 233-2061
FAX: (317) 233-4929

Michael R. Pence, Governor
Karl B. Browning, Commissioner

April 24, 2014

Mr. Chad Slider
Assistant Director
Indiana Department of Natural Resources
Division of Historic Preservation and Archaeology
402 W. Washington Street, W274
Indianapolis, IN 46204

Re: 100% State-Funded Repair Work
Crosley Bridge, Park Rd. over Muscatatuck River (Bridge No. P000-40-07088; NBI No. 60380)
Crosley Fish and Wildlife Area
Jennings County
Des. No. 1400643

Dear Mr. Slider:

The Indiana Department of Transportation (INDOT) is proposing to make repairs to the National Register of Historic Places (National Register) eligible Crosley Bridge (Bridge No. P000-40-07088; NBI No. 60380) in the Crosley Fish and Wildlife Area in Jennings County. During a recent inspection, it was discovered that the gusset plates on south end of structure are deteriorated and in need of repair.

As detailed in the attached certificate of approval (COA) application, the repair work would consist of removing and replacing the old rusted gusset plates (4 total, 2 on each side of the roadway) on the south pony truss span of the bridge.


It is INDOT's opinion that the repair work will not jeopardize any historic aspect of the structure. The Crosley Bridge is the only historic resource to be impacted by this project. No other structures or buildings are located within 0.25 mile of this bridge, which is located within a densely wooded portion of the Crosley Fish and Wildlife Area.

With regard to archaeological resources, rehabilitation of the bridge is restricted to only the deteriorated structure members on the bridge and no new ground disturbance is required. Since all proposed work will occur on the bridge itself, there are no archaeological concerns since no undisturbed soils will be impacted. Nevertheless, SHAARD GIS was reviewed by INDOT-CRO archaeological staff to ensure no sites had been previously recorded adjacent to either side of the bridge. The closest recorded sites are more than 200 feet from the bridge and are reported as "cave sites" (12-Jn-158, 159, and 169) though no artifacts or features were noted within them. Soils on the south approach of the bridge consist of Corydon-Rock outcrop complex, 25 to 60 percent slopes while those on the north approach consist of Grayford silt loam, 12 to 18 percent slopes, eroded. Haymond silt loam, 0 to 2 percent slopes, frequently flooded, brief duration soils make up the very narrow floodplain under the approaches. The landscape here is steeply incised from the deeply entrenched Muscatatuck River and archaeological sites, other than potential cave or rockshelter sites in the uplands, are unlikely. Even so, the proposed rehabilitation of the bridge does not have the potential to impact archaeological resources and no further assessment is recommended.

In order to comply with Indiana Code § 14-21-1-18(a) and (b) for this 100% state-funded project involving a state-owned historic resource, INDOT is submitting the project information on a COA application for your review (enclosed). However, it is INDOT's opinion that the scope of work for this repair project will not have an adverse impact on the historic bridge or any other historic property. Consequently, we do not think it will be necessary to obtain a COA for this project from the Indiana Historic Preservation Review Board. Please respond to confirm whether this is the case.

Should you desire to meet to discuss the project and review the proposed project details with INDOT staff, please let us know as soon as possible so a meeting can be arranged. Should you have any questions regarding these materials, please do not hesitate to contact Mary Kennedy of this section at mkennedy@indot.in.gov or 317-232-5215. Thank you in advance for your cooperation in this matter.

Sincerely,



Patrick Carpenter, Manager
Cultural Resources Office
Environmental Services

PAC/MEK/mek
Enclosures

cc: OES project files

emc: Mr. Brad Williamson, INDOT Seymour District

Division of Historic Preservation & Archaeology • 402 W. Washington Street, W274 • Indianapolis, IN 46204-2739
Phone 317-232-1646 • Fax 317-232-0693 • dhpa@dnr.IN.gov



May 27, 2014

Patrick Carpenter
Manager, Cultural Resources Office
Environmental Services
Indiana Department of Transportation
100 North Senate Avenue, Room N642
Indianapolis, Indiana 46204

State Agency: Indiana Department of Transportation ("INDOT")

Re: Certificate of approval application for 100% State-Funded Repair Work, Crosley Bridge, Park Rd. over Muscatatuck River (Bridge No. P000-4-07088; NBI No. 60380), Crosley Fish and Wildlife Area (Des. No. 1400643; DHPA No. 16125)

Dear Mr. Carpenter:

Pursuant to Indiana Code 14-21-1-18 and 312 IAC 20-4, the Indiana Department of Natural Resources, Division of Historic Preservation and Archaeology ("DHPA") has conducted a review of the materials under your cover letter dated April 24, 2014 and received by the DHPA on April 28, 2014, for the aforementioned project in the Crosley Fish and Wildlife Area, Vernon Township, Jennings County, Indiana.

In regard to archaeology, given that no ground disturbance is to occur for the project, it does not appear that any currently known archaeological sites listed in or eligible for inclusion in the National Register of Historic Places will be altered, demolished, or removed by the above indicated proposed project. However, as a reminder, if any archaeological artifacts, features, or human remains are uncovered during construction, state law (Indiana Code 14-21-1-27 & 29) requires that the discovery must be reported to the Department of Natural Resources within two (2) business days. In that event, please call (317) 232-1646.

The quotation in the certificate of approval application from page 61 of the 1989 *Jennings County Interim Report* indicates that the Crosley Bridge (Indiana Historic Sites and Structures Inventory No. 079-646-40018) is a three-span, metal truss bridge, consisting of a Pratt pony truss span on either end of a Warren through truss span. However, photographs in Appendix B of the application depict what we believe to be a Warren pony truss span on either end of a Pratt through truss span. In any event, as the application further states, this bridge, which apparently was assembled ca. 1930 as part of the development of a private recreational facility by Powell Crosley, Jr., is identified in the Indiana Historic Bridges Inventory as previously determined eligible for the National Register. As a result, we agree that the bridge is a historic structure, as the term is used in Indiana Code 14-21-1-18. Apparently, there are no other historic structures nearby that could be affected by the proposed bridge repair.

According to the application, "the scope of work consists of replacing four rusted gusset plates on the south end of the southern pony truss."

Based on the information provided in the certificate of approval application, we do not believe that there will be adverse impact on any known historic site or historic structure that is state-owned. Therefore, under Subsection 11(c) of 312 Indiana Administrative Code 20-4, a certificate of approval will not be necessary from the Indiana Historic Preservation Review Board for this project.

Pursuant to 312 IAC 20-4-11(g), within fifteen (15) days after this determination, an interested person may request a member of the Review Board to provide public hearing and review under 312 IAC 2-3. The designated member shall issue a

determination whether an application for a certificate of approval must be filed. If the designated member determines an application must be filed, the division shall place the completed application on the agenda of the Review Board's next meeting. If the designated member determines that an application for a certificate is not required, the division director's letter of clearance is affirmed. A determination under this subsection is not effective until the later of the following:

- (1) fifteen (15) days after issuance of the determination; or
- (2) the day resulting from a notice given under 312 IAC 2-3-7(d).

If you have questions about archaeological issues pertaining to this project, please contact Dr. Rick Jones at (317) 233-0953 or rjones@dnr.IN.gov. Questions about buildings or structures should be directed to John Carr at (317) 233-1949 or jcarr@dnr.IN.gov. If there should need to be future correspondence regarding the proposed repairs to the Crosley Bridge carrying Park Road over the Muscatatuck River, please refer to DHPA No. 16125

Very truly yours,



Mitchell K. Zoll
Director, Division of Historic Preservation & Archaeology

MKZ:JRJ:JLC:jlc

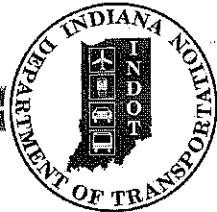
cc: Property Manager, Crosley Fish and Wildlife Area

emc: Patrick Carpenter, Indiana Department of Transportation
Mary Kennedy, Indiana Department of Transportation
Shaun Miller, Indiana Department of Transportation
Melany Prather, Indiana Department of Transportation
Brad Williamson, Seymour District, Indiana Department of Transportation
Mark Reiter, Director, Division of Fish and Wildlife, Indiana Department of Natural Resources
Matt Buffington, Division of Fish and Wildlife, Indiana Department of Natural Resources
Janice Ramey, Jennings County Auditor, on behalf of the Jennings County Board of Commissioners
Thomas Rice, Jennings County Historian
Jennings County Preservation Association
Jennings County Historical Society
Gregory Sekula, Southern Regional Office, Indiana Landmarks
Paul Brandenburg, Indiana Historic Spans Task Force
James L. Cooper, Ph.D., historian

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PHONE: (317) 233-2061
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Michael R. Pence, Governor
Karl B. Browning, Commissioner

December 9, 2014

Paul Diebold
Assistant Director of Preservation Services
Indiana Department of Natural Resources
Division of Historic Preservation and Archaeology
Staff of the State Historic Preservation Officer
Indiana Government Center South, Rm. W274
Indianapolis, IN 46204

RE: Continued National Register Eligibility of Marion County Bridge No. 2502F
Illinois Street over Fall Creek
City of Indianapolis, Center Township, Marion County, Indiana
INDOT Des. No. 1173302
DHPA No. 12596

Dear Mr. Diebold:

As my staff has discussed with you, the "Programmatic Agreement Regarding Management and Preservation of Indiana's Historic Bridges" ("Historic Bridges PA") states in the "Standard Treatment Approach" for rehabilitation projects that after a project is complete, if the bridge is currently listed in the National Register of Historic Places ("National Register"), then INDOT will seek approval of the Department of Interior, National Park Service ("NPS") to keep it on the Register (see Historic Bridges PA, Attachment B, Item 6).

After discussing this matter with the staff of the Keeper ("Keeper") of the National Register (housed within NPS), you provided the following information to us:

- The concept of preparing information regarding continued eligibility of a listed property is acceptable;
- The NPS / Keeper should not be sent requests for determining ongoing eligibility of a listed resource; These should be sent to your office, since you are the staff of the State Historic Preservation Officer ("SHPO"). Any such requests sent to the Keeper or NPS without SHPO recommendation will be forwarded to the SHPO by the Keeper;
- The SHPO may send such requests on to the Keeper but must do so with a recommendation. The SHPO may elect to not send the request on, if staff believes it is not warranted;
- Future agreements of this type should reflect the above.

As such, we are now submitting at this time our first request for your review under the Historic Bridges PA, Attachment B, Item 6. As you know, the Illinois Street Bridge over Fall Creek in Indianapolis (Marion County Bridge No. 2502F/NBI No. 4900214) is a contributing structure to the National Register-listed Indianapolis Park & Boulevard System. It has recently opened to traffic after a major project, which in essence reconstructed the bridge, utilizing some of the original stone components. We have gathered and attached before & after photographs of the bridge, the project description from the Section 106 consultation, and a plan sheet from the Section 106 consultation to document the changes to the bridge that might impact its eligibility.

Bridge No. 2502F is an impressive three-span concrete arch that is faced with Bedford limestone and has a limestone railing. While the bridge is a mixture of new concrete and both salvaged original stone and new stone components, and it was essentially rebuilt from the ground up, the bridge today looks nearly the same as when it was first built. The most noticeable "modern" feature of the bridge are the new railings separating the travel lanes from the sidewalk but, overall, they do not overpower the bridge's aesthetics or significantly detract from its historic character. The bridge is significant as being a design attributed to George Kessler (according to the National Register nomination). The bridge maintains its original use as a means of transporting vehicles, bicycles and pedestrians on Illinois Street across Fall Creek, which is a significant crossing in the Park & Boulevard System. The bridge continues to serve as an integral part of the system and retains the historic essence of the Kessler design. Accordingly, it would seem to us that Bridge No. 2502F continues to contribute to the Indianapolis Park & Boulevard System under Criterion A, as an example of the City Beautiful aesthetic incorporated into bridge design.

We look forward to your review of the attached information and a recommendation of whether Bridge No. 2502F should still be considered a contributing resource to the Indianapolis Park & Boulevard System. We would appreciate a response within thirty (30) days, if possible. If you have any questions regarding this matter, please contact Mary Kennedy of this section at (317) 232-5215 or mkennedy@indot.in.gov. Thank you in advance for your cooperation.

Sincerely,



Patrick Carpenter
Cultural Resources Manager
Environmental Services

PAC/MEK/mek
Enclosures

cc: INDOT project files
FHWA-IN Division

DNR Indiana Department of Natural Resources



Division of Historic Preservation & Archaeology • 402 W. Washington Street, WZ74 • Indianapolis, IN 46204-2739
Phone 317-232-1646 • Fax 317-232-0693 • dhpa@dnr.IN.gov • www.IN.gov/dnr/historic

December 17, 2014

Carol D. Shull
Interim Keeper of the National Register of Historic Places
1201 Eye Street, NW, 8th floor
Washington, D.C. 20005

Re: Request for review under the historic bridges PA for the eligibility of the Illinois Street Bridge (2502F) over Fall Creek (Des. No. 1173302; DHPA #12596)

Dear Ms. Shull,

Per the provisions of the Programmatic Agreement Regarding Management and Preservation of Indiana's Historic Bridges (aka, the Historic Bridges PA), we are seeking your guidance on the continued eligibility of a historic resource that is listed on the National Register of Historic Places. This is the first request under the Historic Bridges PA, and we would appreciate any thoughts the Keeper may have regarding what may become a standard for treatment for National Register-listed historic concrete or stone-veneered concrete bridges.

The Illinois Street Bridge over Fall Creek was included as a contributing structure to the Indianapolis Park and Boulevard System, listed on the National Register on March 28, 2003. The nomination includes most of the George Edward Kessler-designed park and circulation system of the city, totaling some 3,400 acres of land and including thirty bridges. The Illinois Street Bridge is considered a component of the Fall Creek Parkway sub-system, which includes eight concrete bridges, six of which are stone-faced bridges that cross Fall Creek within blocks of one another.

INDOT recently provided Federal funds for the extensive rehabilitation of the Illinois Street Bridge, and the project is now complete. Work items are specified on the attachment, but, to summarize, they included:

- Total replacement of the roadway deck and fill over arches.
- Removing portions of original structural arches back several feet from outside face. Rebuilding/rehabbing structural arches back to original width with new concrete.
- Removing stone facing blocks and railing blocks, discarding damaged blocks & replacing with limestone blocks of same finish, resetting original and new blocks.
- Installing metal guardrail on road side of walkway.

Staff inspected the bridge on December 17, 2014. We believe that the project resulted in extensive loss of historic material from the bridge. Despite the loss of materials, we believe, in this case, that the bridge still contributes to the significance of the Indianapolis Park and Boulevard System.

The bridge retains its location and setting. Of interest to staff, the wingwalls and adjacent flood protection walls were not impacted by the project. Though the flood walls are counted as a separate resource, the effect they produce as they line Fall Creek between the stone bridges is one of a continuous, City Beautiful-inspired landscape. The original stone facing of the bridge, which largely survives, reinforces this continuity. A high percentage of stones were reused in the project, and staff noted that many retain the original craftsman's marks, such as scabbling, chiseling, and bush-hammering. Other factors staff considered included the use of the bridge. In this case, the bridge retains its alignment, width, and function as a vehicular and pedestrian span.

Shull
12/17/2014, p. 2.

In short, we believe that the bridge retains enough integrity to support the significance of the listed property as a contributing resource to the Indianapolis Park and Boulevard System. We would appreciate your findings regarding this matter. Please copy your response to Patrick Carpenter at the address below. We believe the enclosure has sufficient information for your use, but, if you require additional information, please contact Paul Diebold of my staff.

Sincerely,



Mitchell K. Zoll
Deputy State Historic Preservation Officer

copies: Patrick Carpenter
Cultural Resources Manager
INDOT
100 N. Senate Ave., Room N642
Indianapolis, IN 46204
and NR files.

enclosures: letter and packet from INDOT regarding Illinois St. Bridge.